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STATE OF MICHIGAN

JUDICIAL DISTRICT
Sixth JUDICIAL CIRCUIT

SUMMONS AND COMPLAINT

CASE NO. 12-128839-CH JDG D. O'BRIEN

COUNTY PROBATE Court address Court telephone no. 11881240 NJ 1200 N. Telegraph, Pontiac, MI Plaintiff's name(s), address(es), and telephone no(s). Defendant's name(s), address(es), and telephone no(s). SHARAI BALFORD 1. Bank of New York Mellon f/k/a Bank of New York As Trustee For The Certificate Holders of CWABS, Inc. Asset-Backed Certificates 2005-17 2. Bank of America 3. Specialized Loan Servicing, LLC Plaintiffs attorney, bar no., address, and telephone no. 4. Mortgage Electronic Registration Systems; Inc. Vanessa G. Fluker (P64870) VANESSA G. FLUKER, ESQ., PLLC 2920 E. Jefferson, Suit 101 Detroit, MI 48207 (313) 393-6005 SUMMONS NOTICE TO THE DEFENDANT: In the name of the people of the State of Michigan you are notified 1. You are being sued. MFRS 2. YOU HAVE 21 DAYS after receiving this summons to file a written answer with the court and serve a copy on the other party or take other lawful action with the court (28 days if you were served by mail or you were served outside this state). (MCR2.111(C)) 3. If you do not answer or take other action within the time allowed, judgment may be entered against you for the relief demanded in the complaint. Issued This summons expires Court clerk AUG 20 2012 NOV 19 2012 Bill Bullard Jr This summons is Invalid unless served on or before its expiration date, This document must be sealed by the seal of the court. COMPLAINT | Instruction: The following is information that is required to be in the caption of every complaint and is to be completed by the plaintiff. Actual allegations and the claim for relief must be stated on additional complaint pages and attached to this form. **Family Division Cases** There is no other pending or resolved action within the jurisdiction of the family division of circuit court involving the family or family members of the parties. An action within the jurisdiction of the family division of the circuit court involving the family or family members of the parties has been previously filed in . pending. The docket number and the judge assigned to the action are: The action remains Docket no. Judge Bar no. **General Civil Cases** ☑ There is no other pending or resolved civil action arising out of the same transaction or occurrence as alleged in the complaint.

☐ A civil action between these parties or other parties arising out of the transaction or occurrence alleged in the complaint has been previously filed in pending. The docket number and the judge assigned to the action are: is no longer The action remains Docket no. Judge Bar no. VENUE Plaintiff(s) residence (include city, lownship, or village) Defendant(s) residence (include city, township, or village) Southfield, MI Place where action arose or business conducted Oakland County, MI 08/19/2012 /s/Vanessa G. Fluker

If you require special accommodations to use the court because of a disability or if you require a foreign language interpreter to help you fully participate in court proceedings, please contact the court immediately to make arrangements.

Signature of attorney/plaintiff

MC 01 (3/08) SUMMONS AND COMPLAINT MCR 2.102(B)(11), MCR 2.104, MCR 2.105, MCR 2.107, MCR 2.113(C)(2)(a), (b), MCR 3.206(A)



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STATE OF MICHIGAN IN THE SIXTH CIRCUIT COURT FOR THE COUNTY OF OAKLAND

SHARAI BALFORD

Case No. 2012-128839-CH Hon. JDG D. O'BRIEN

Plaintiff.

.

BANK OF NEW YORK MELLON F/K/A BANK OF NEW YORK AS TRUSTEE FOR THE CERTIFICATE HOLDERS OF CWABS, INC. ASSET-BACKED CERTIFICATES 2005-17; BANK OF AMERICA; SPECIALIZED LOAN SERVICING, LLC; and MORTGAGE ELECTRONIC REGISTRATION SYSTEMS, INC., jointly and severally,

Defendants.

Vanessa G. Fluker (P64870)

VANESSA G. FLUKER, ESQ., PLLC

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vgflawyer@sbcglobal.net

COMPLAINT AND JURY DEMAND

A civil action between the parties arising out of the transaction or occurrence alleged in the complaint has not been previously filed.

/s/Vanessa G. Fluker Vanessa G. Fluker

PARTIES

- Plaintiff Sharai Balford owns real property in the City of Southfield, County of Oakland, State of Michigan.
- 2. Defendant Bank of New York Mellon f/k/a Bank of New York is a national banking association doing business in the County of Oakland, State of Michigan. Defendant Bank of New York Mellon f/k/a Bank of New York's corporate offices are located at 1 Wall St., New York, New York 10286.

- 3. Defendant Certificateholders CWABS, Inc. Asset Backed Certificate Series 2005-17 is the issuing entity of trust certificates associated with this litigation matter and the foreclosing entity. Defendant Certificateholders CWABS, Inc. Asset Backed Certificate Series 2005-17, pursuant to Securities Exchange Commission documentation, is represented by its Trustee entity Bank of New York Mellon f/k/a Bank of New York with corporate offices located at 1 Wall St., New York, York 10286.
- 4. Defendant Bank of America, NA is a national banking association doing business in Oakland County, Michigan. Defendant Bank of America, NA has corporate offices located at 100 N. Tryon St., Charlotte, North Carolina 28255.
- 5. Defendant Specialized Loan Services, LLC (SLS) is a mortgage servicing company doing business in Oakland County, Michigan with its Resident agent Capital Corporate Services, Inc. located at 712 Abbott Rd., East Lansing. Michigan 48823.
- Defendant Michigan Electronic Registration Systems, Inc. (MERS) is a recording and tracking entity with corporate offices located at 1818 Library Street, Suite 300, Reston, Virginia 20190.

JURISDICTION AND VENUE

- 7. The amount in controversy is in excess of Twenty-five Thousand Dollars (\$25,000.00) exclusive of costs and attorney fees and is otherwise within the jurisdiction of this Honorable Court pursuant to MCL 600.1605.
 - 8. Venue is proper in this Honorable Court pursuant to MCL 600.1605.

FACTUAL BACKGROUND

Plaintiff Sharai Balford, owns and resides at 21501 Buttercrest St., Southfield,
 Michigan 48075 with her husband and two children.

- 10. Plaintiff entered into a mortgage contract with Countrywide Home Loans on November 25, 2005. (Exhibit 1, Mortgage and Note) The mortgage loan was an adjustable rate mortgage (ARM) with a maximum interest of 16.00%.
- 11. Plaintiff experienced a lay-off from her job and the family income decreased, yet the mortgage payments continued to increase. Plaintiff sought assistance from BAC Home Loan Servicing for loan modification assistance. In early April 2010, Plaintiff sent information to BAC regarding obtaining loan modification. In late April 2010, Plaintiff received letter requesting financial information, which was sent back to BAC.
- 12. In July 2010, Plaintiff received denial letter for loan modification. Yet, on July 29, 2010, BAC requested a hardship letter, and additional financial information for modification review.
- 13. Plaintiff prepared the hardship letter on July 29, 2010, and sent the information on August 3, 2010, via certified mail to BAC Home Loan Servicing CEO Brian Moynihan and President Obama's office. (Exhibit 2, Letter dated July 29, 2010, with US Postal Green Card Receipts) Plaintiff also requested details regarding calculation for loan modification and detail of why Plaintiff was allegedly denied in early July. Interestingly on August 2, 2010, Plaintiff received a letter regarding a short sale from Sandor Koross, which Plaintiff did not request. (Exhibit 3, Bank of America dated August 2, 2010)
- 14. On August 5, 2010, Plaintiff spoke with Kia who confirmed receipt of certified letter for BAC Home Loan Services. On August 6, 2010, Plaintiff spoke with Luther Thomas and confirmed receipt of a certified letter from BAC's CEO's office. On August 18, 2010, Plaintiff received confirmation of receipt of the certified letter from the Office of the White House. (See Exhibit 2)

- 15. On August 31, 2010, Thomas Carter of Bank of America, sent a letter stating a hardship request was not received and requested financial information again. (Exhibit 4, Bank of America Letter dated August 31, 2010) On September 9, 2010, Plaintiff resent hardship documents to Thomas Carter with updated financial information. (Exhibit 5, Letter dated September 9, 2010)
- 16. On October 5, 2010, Plaintiff received a letter from Thomas Carter stating financial information had not been received and they were not able to contact us. On October 19, 2010, Plaintiff faxed a Hardship letter and financial information for the third time to Thomas Carter and requested detailed information regarding how the trial loan modification was determined. (Exhibit 6, Letter dated October 18, 2010)
- 17. On November 15, 2010, Plaintiff received a letter from Michelle Maxie stating that BAC was not able to contact her, which was untrue. (Exhibit 7, Bank of America Letter dated November 15, 2010) On November 24, 2010, Plaintiff called Michelle Maxie to discuss her loan modification and was told the financial information was being reviewed. On December 9, 2010, Bank of America was still requesting information and referring Plaintiff again to its website for information. (Exhibit 8, Bank of America Letter dated December 9, 2010)
- 18. On July 21, 2011, Plaintiff received a check from the Federal Trade Commission for a settlement regarding Countrywide engaging in unlawful practices in the origination and servicing of consumer home mortgage loans. The settlement language provided no foreclosure could ensue until borrowers were properly reviewed for loss mitigation. (Exhibit 9, FTC Check and FTC Settlement Agreement)
- 19. On or about September 20, 2011, Plaintiff received a letter from Trott & Trott, P.C. regarding the upcoming foreclosure, stating that Plaintiff could meet for mediation. Plaintiff responded and sent a letter to Trott & Trott requesting a mediation meeting. Yet the

home was scheduled for Sheriff's Sale on October 12, 2011. (Exhibit 10, Notice of Foreclosure dated October 12, 2011)

- 20. On November 21, 2011, Plaintiff requested to meet with BAC through an invitation to get a loan modification. On December 8, 2011, Plaintiff again sent documentation for a loan modification to BAC for an upcoming meeting scheduled for December 21, 2011. On December 15, 2011, Plaintiff called BAC and spoke with Grace at the Detroit office to confirm the loan modification meeting for December 21, 2011. Grace informed Plaintiff that Plaintiff's loan was transferred even though there was a loan modification meeting scheduled for December 21, 2011.
- 21. On January 2, 2012, Plaintiff received a letter regarding the loan transfer from Specialized Loan Servicing (SLS). (Exhibit 11, SLS Welcome Letter and Letter of Transfer of Servicing) On January 3, 2012, Plaintiff called SLS regarding obtaining a loan modification. Plaintiff spoke with Julio (Operator ID 10722), who informed Plaintiff she would not be able to obtain a loan modification and SLS would not take any payments from her, as it was planning to foreclose on January 10, 2012. Plaintiff was told the only option for her was to do a short sale or walk away from her home. Plaintiff questioned why SLS did not send a "Notice of Intent" to foreclose.
- 22. Plaintiff was told by Julio that SLS would not send this documentation because Trott & Trott was handling the foreclosure and stated this information had already been sent by them. Plaintiff now was really concerned, as Trott & Trott did not represent SLS and had never responded to her mediation request.
- 23. On January 26, 2012, Plaintiff received a response from Trott & Trott regarding the October 2011 request for a mediation meeting. Trott & Trott denied the mediation meeting indicating the request was received on October 13, 2010 and it should have been received

October 11, 2010. Trott & Trott further stated the upcoming foreclosure date would be March 27, 2012. (Exhibit 12, Trott & Trott, P.C. letter dated January 26, 2012) Plaintiff found this to be suspect as the request for mediation was timely provided and the initial Notice of foreclosure was dated October 12, 2011. (See Exhibit 10)

- 24. On May 8, 2012, Plaintiff received Notice of Default and Notice of Intent to Foreclose. Plaintiff called SLS to discuss the pending modification review with Bank of America. SLS, after many phone calls indicated it would investigate the matter. (Exhibit 13, SLS Notice of Default and Intent to Foreclose)
- 25. Plaintiff, while awaiting SLS's response, was surprised to find a Notice of Publication of foreclosure posted on her home by a totally different foreclosure law firm, Orlans Associates, P.C. (Exhibit 14, Notice of Foreclosure dated July 18, 2012) Plaintiff was shocked and outraged to learn the sheriff's sale was set for August 21, 2012, when SLS had sent a letter dated August 8, 2012, advising Plaintiff was eligible for relief pursuant to the US Department of Justice and Attorney General global settlement agreement, including a significant principal reduction. (Exhibit 15, SLS Letter dated August 8, 2012)
- 26. Yet, Defendants have purportedly assigned and attempted to foreclose on Plaintiff's property and this foreclosure, from the time of assignment, has been predicated on fraud, falsity and violation of express statutory language, including but not limited to, MCL 600.3204. The CWABS, Inc. Asset Backed Certificate Series 2005-17 had a cut-off date of December 1, 2005 and a close date of December 29, 2005. (Exhibit 16, SEC 424B5 Filing excerpts)
- 27. Plaintiff seeks and is entitled to damages and injunctive relief as Plaintiff will suffer irreparable harm.

COUNT I

LACK OF STANDING TO FORECLOSE UNDER MCL 600.3204

(As to Defendants Bank Of New York Mellon f/k/a Bank of New York As Trustee For Certificateholders CWABS, Inc. Asset Backed Certificate Series 2005-17 and MERS, Inc.)

- 28. Plaintiff hereby incorporates Paragraphs 1 through 26, as though fully set forth herein.
- 29. In this case, Bank of New York Mellon f/k/a Bank of New York as Trustee for Certificate Holders of CWABS, Inc. Asset Backed Certificates 2005-17, has attempted to fraudulently foreclose knowing that it does not have standing and cannot receive any legitimate interest on any assignment five years after the closing of the trust on the subject loan. The trust SEC 424B5 filing clearly identifies the trust close date of December 29, 2005. (See, Exhibit 16, pp. 12-13)
- mortgage contains both a MERS clause and a Min#, and the attempted foreclosure was executed by a trust entity, Bank of New York as Trustee for the Certificateholders CWABS, Inc. Asset Backed Certificate Series 2005-17. (See, Exhibits 10, 14, 16). The trust closed on December 29, 2005, making it a legal impossibility for there to be any valid assignment after the trust close date. (See, Exhibit 16)
- 31. As such, the securitization process requires that the original lender convey all its interest in both the note and the mortgage.
- 32. This also means that, Bank of New York Mellon f/k/a Bank of New York as Trustee for Certificate Holders of CWABS, Inc. Asset Backed Certificates 2005-17, predecessor Countrywide Home Loans, was paid in full. See the 2003 testimony of Cameron Cowan before a subcommittee of the U.S. House of Representatives. In his testimony, Cowan explains the securitization process, including the fact that the original lender transfers its interest and is paid

in full, while often staying on as only the servicer. Said testimony can be found at http://financialservices.house.gov/media/pdf/110503cc.pdf.

- 33. Based upon the MERS investor identification, the originator conveyed all its interest in the mortgage to MERS and in the note to the next entity in the securitization process, Bank of New York Mellon f/k/a Bank of New York as Trustee for Certificate Holders of CWABS, Inc. Asset Backed Certificates 2005-17 has provided no evidence of interest in either, and thus has no authority or standing to foreclose on the note. (If Bank of New York Mellon f/k/a Bank of New York as Trustee for Certificate Holders of CWABS, Inc. Asset Backed Certificates 2005-17 asserts that the note was assigned post the December 29, 2005 trust close date, this admission would certainly be grounds for a REMIC investigation by the appropriate IRS division)
- 34. Defendants have no standing to pursue a foreclosure by advertisement under MCL 600.3204, and this foreclosure should be declared void *ab initio* and title restored to Plaintiff.

COUNT II

DEFENDANTS HAVE PERPETRATED A FRAUD UPON THE OAKLAND COUNTY CIRCUIT COURT BY ATTEMPTING TO WRONGFULLY OBTAIN A JUDGMENT IN VIOLATION OF MCL 600,2907A

(As to Defendants Bank Of New York Mellon f/k/a Bank of New York As Trustee For Certificateholders CWABS, Inc. Asset Backed Certificate Series 2005-17 and MERS, Inc.)

- 35. Plaintiff hereby incorporates Paragraphs 1 through 34, as though fully set forth herein.
- 36. Bank of New York Mellon f/k/a Bank of New York as Trustee for Certificate Holders of CWABS, Inc. Asset Backed Certificates 2005-17 wrongfully initiated a foreclosure against Plaintiff's property located at 21501 Buttercrest St., Southfield, Michigan 48075, based on a mortgage given by Defendants' predecessor on November 25, 2005 to Countrywide Home Loans, in violation of MCL 600.2907a, which states:

- (1) A person who violates section 25 of chapter 65 of the Revised Statutes of 1846, being section 565.25 of the Michigan Compiled Laws, by encumbering property through the recording of a document without lawful cause with the intent to harass or intimidate any person is liable to the owner of the property encumbered for all of the following:
 - All of the costs incurred in bringing an action under section 25 of chapter 65 of the Revised Statutes of 1846, including actual attorney fees.
 - 2. All damages the owner of the property may have sustained as a result of the filing of the encumbrance.
 - 3. Exemplary damages.
- (2) A person who violates section 25 of chapter 65 of the Revised Statutes of 1846, by encumbering property through the recording of a document without lawful cause with the intent to harass or intimidate any person is guilty of a felony punishable by imprisonment for not more than 3 years or a fine of not more than \$5,000.00, or both. MCL 600.2907a
- 37. Bank of New York Mellon f/k/a Bank of New York as Trustee for Certificate Holders of CWABS, Inc. Asset Backed Certificates 2005-17 is not the legitimate owner of the Note, if based upon an assignment after the closure of the trust (See, Exhibit 16) It then unlawfully had a fraudulent assignment of mortgage conveyed to itself by MERS in order to foreclose on the subject property even though it did not comply with the foreclosure by advertisement statute. (See, Exhibits 14, 16)
- 38. Bank of New York Mellon f/k/a Bank of New York as Trustee for Certificate Holders of CWABS, Inc. Asset Backed Certificates 2005-17 cannot receive an interest in the note via any alleged assignment as the trust entity itself is closed.
- 39. The Oakland County Circuit Court should enjoin the sheriff's sale due to the lack of standing by Defendant Bank of New York Mellon f/k/a Bank of New York as Trustee for Certificate Holders of CWABS, Inc. Asset Backed Certificates 2005-17.
- 40. In order to effectuate a valid foreclosure by advertisement, Defendant Bank of New York Mellon f/k/a Bank of New York as Trustee for Certificate Holders of CWABS, Inc.

Asset Backed Certificates 2005-17 had to assert its own legal rights and interests and cannot rest its claim to relief on the legal rights or interests of third parties. Feiger v. Comm'r of Ins, 174 Mich App 467,471; 437 NW2d 271 (1988). In this case, Defendant Bank of New York Mellon f/k/a Bank of New York as Trustee for Certificate Holders of CWABS, Inc. Asset Backed Certificates 2005-17, could only act on its own behalf, and it is evident it did not have the ownership interest in the note, otherwise an assignment would not have been necessary.

- 41. Defendant Bank of New York Mellon f/k/a Bank of New York as Trustee for Certificate Holders of CWABS, Inc. Asset Backed Certificates 2005-17 does not qualify to foreclose on the subject property and does not have a valid interest in the note. Thus, it lacks standing to execute a foreclosure by advertisement. This foreclosure should be declared void ab initio.
- 42. As Bank of New York Mellon f/k/a Bank of New York as Trustee for Certificate Holders of CWABS; Inc. Asset Backed Certificates 2005-17 has failed to show any interest in the note and mortgage, it has not suffered an injury in fact, and lacked standing to bring the instant foreclosure action.
- 43. The issue of lack of standing may be brought at any time and goes to the issue of subject matter jurisdiction, which may never be waived. *United States v. Cotton*, 535 U.S. 625 (2002). See also, People v. Lown 794 N.W.2d 9, 488 Mich 242 (2011)
- 44. Defendant Bank of New York Mellon f/k/a Bank of New York as Trustee for Certificate Holders of CWABS, Inc. Asset Backed Certificates 2005-17 knew or should have known that the instant foreclosure is being wrongfully conducted, and that it has no standing to bring this action against Plaintiff, yet it has pursued these legal avenues to the detriment of Plaintiff.

COUNT III

QUIET TITLE: MCL 600.605 AND MCL 600.2932

(As to Defendants Bank Of New York Mellon f/k/a Bank of New York As Trustee For Certificateholders CWABS, Inc. Asset Backed Certificate Series 2005-17 and MERS, Inc.)

- 45. Plaintiff hereby incorporates Paragraphs 1 through 44, as though fully set forth herein.
- 46. Plaintiff demands quiet title to a parcel of real estate whereas, Defendant Bank of New York Mellon f/k/a Bank of New York as Trustee for Certificate Holders of CWABS, Inc. Asset Backed Certificates 2005-17 wrongfully inflicted and forced the subject property into foreclosure knowing that MCL 600.3201, et seq., did not authorize it to foreclose without proper standing and ownership interest. Plaintiff's rights at law have been maliciously violated.
- 47. Defendant Bank of New York Mellon f/k/a Bank of New York as Trustee for Certificate Holders of CWABS, Inc. Asset Backed Certificates 2005-17 now claims an interest in the 21501 Buttercrest St., Southfield, Michigan 48075 property, which is inconsistent with or an adverse interest claimed by Plaintiff by virtue of an alleged assignment of mortgage or transfer, which served to transfer nothing.
- 48. Plaintiff's mortgage was assigned to Defendant Bank of New York as Trustee for the Certificateholders CWABS, Inc. Asset Backed Certificate Series 2005-17, but the assignment would be invalid as it would be beyond the closing of the trust and in violation of the IRS Code, Section 860, Real Estate Mortgage Investment Conduit (REMIC).
- 49. Plaintiff is entitled to have the sheriff's sale set aside and the mortgage foreclosure declared void *ab initio*, based on its fraudulent creation and title quieted in themselves.

IN VIOLATION OF MCL 600.3205c(1) and MCL 600.3205c(3) (As to all Defendants)

- 50. Plaintiff hereby incorporates Paragraphs 1 through 49, as though fully set forth herein.
- 51. MCL 600.3205c(1) states that "[i]f a borrower has, either directly or through a housing counselor, contacted a person designated under section 3205a(1)(c) under section 3205b but the process has not resulted in an agreement to modify the mortgage loan, the person designated under section 3205a(1)(c) shall work with the borrower to determine whether the borrower qualifies for a loan modification."
- 52. Plaintiff applied for a meeting with a representative of their mortgage lender, Bank of America, in accordance with MCL 600.3205a(1)(c) and MCL 600.3205b.
- 53. Despite the fact that Plaintiff requested a modification under HAMP and qualified for such a modification, Defendant Bank of America never had an in-person meeting with Plaintiff, pursuant to MCL 600.3205(1).
- 54. Plaintiff met and still meets Home Affordable Mortgage Program (HAMP) guidelines for a modification. In fact, SLS sent Plaintiff a letter encouraging Plaintiff to reapply as part of the US Department of Justice's national settlement agreement with state attorney generals, including the Michigan State Attorney General. (See, Exhibits 15)
- 55. Defendants violated the law by not working with Plaintiff to determine whether she qualified for a loan modification as required by MCL 600.3205c(1).
- 56. Defendants violated the law by not following the guidelines dictated by the Home Affordable Mortgage Program, as required by MCL 600.3205.
- 57. Defendants violated the HAMP guidelines which are incorporated into the state statute by proceeding to a Sheriff's sale while Plaintiff's mortgage loan was being evaluated for

a HAMP modification, as the HAMP guidelines explicitly state that foreclosure activity is to be suspended pending that evaluation.

- 58. MCL 600.3205a(1)(g) states that "if the borrower and the person designated under subdivision (c) do not agree to modify the mortgage loan but it is determined that the borrower meets criteria for a modification under section 3205c(1) which incorporates Section 3205c(3), and foreclosure under this chapter is not allowed under section 3205c(7), the foreclosure of the mortgage will proceed before a judge instead of by advertisement."
- 59. MCL 600.3205c(7) states that "[i]f the determination under subsection (1) is that the borrower is eligible for a modification, the mortgage holder or mortgage servicer may foreclose the mortgage under this chapter if both of the following apply: (a) The person designated under section 3205a(1)(c) has in good faith offered the borrower a modification agreement prepared in accordance with the modification determination. (b) For reasons not related to any action or inaction of the mortgage holder or mortgage servicer, the borrower has not executed and returned the modification agreement within 14 days after the borrower received the agreement." Neither of these factors is applicable to the present case.
- 60. Defendants violated MCL 600.3205a(1)(g) by attempting foreclose on Plaintiff's home via advertisement.
- 61. Defendants violated Section 3205(c)(6) by proceeding with a non-judicial foreclosure of Plaintiff's home when she qualified for a loan modification pursuant to the statute.
- 62. MCL 600.3205c(5)(a) requires that a lender send borrowers a copy of their calculations relative to their eligibility for a loan modification. Plaintiff was never sent a copy of the calculations relative to her modification pursuant to MCL 600.3205c(5)(a).
- 63. MCL 600.3205c(8) states that "[i]f a mortgage holder or mortgage servicer begins foreclosure proceedings under this chapter in violation of this section, the borrower may file an

action in the circuit court for the county where the mortgaged property is situated to convert the foreclosure proceeding to a judicial foreclosure. If a borrower files an action under this section and the court determines that the borrower participated in the process under section 3205b, a modification agreement was not reached, and the borrower is eligible for modification under subsection (1), and subsection (7) does not apply, the court shall enjoin foreclosure of the mortgage by advertisement and order that the foreclosure proceed under chapter 31."

64. As a direct result of Defendants' violation of MCL 600.3205, Plaintiff was subjected to an illegal foreclosure on the property.

COUNT V VIOLATION OF THE FHA

(As to Bank of America)

- 65. Plaintiff hereby incorporates Paragraphs 1 through 64, as though fully set forth herein.
 - 66. Plaintiff Sharai Balford is Black or of African-American descent.
- 67. Plaintiff's race or color as "Black or African American" is set forth on various Uniform Residential Loan Applications (Form 1003) held by Defendant's predecessor servicer Bank of America.
 - 68. Plaintiff's property is located in Southfield, Michigan.
- 69. Defendant and Defendant's predecessor servicer Bank of America, at all relevant times, was aware of the location of Plaintiff's property and Plaintiff's race.

Non-Discrimination Requirements of the HAMP Program

1. The Home Affordable Modification Program (HAMP) repeatedly reminds lenders and loan servicers, such as Defendant Bank of America, that implementation of loan modification programs must take place free of any discrimination against borrowers based on protective class basis:

Compliance with Applicable Laws

Each servicer (and any subservicer it uses) must be aware of, and in full compliance with, all federal, state, and local laws (including statutes, regulations, ordinances, administrative rules and orders that have the effect of law, and judicial rulings and opinions) – including, but not limited to, the following laws that apply to any of its practices related to the HAMP:

- Servicers' modifications under this program must comply with the Equal Credit Opportunity Act and the Fair Housing Act, which prohibit discrimination on a prohibited basis in connection with mortgage transactions. Loan modification programs are subject to the fair lending laws, and servicers and lenders should ensure that they do not treat a borrower less favorably than other borrowers on grounds such as race, religion, national origin, sex, marital or familial status, age, handicap, or receipt of public assistance income in connection with any loan modification. These laws also prohibit redlining. FEDERAL RESERVE SUPPLEMENTAL DIRECTIVE 09-01, at p. 12 (April 6, 2009) (emphasis added); see also HOME AFFORDABLE MODIFICATION PROGRAM GUIDELINES, at p. 9 (March 4, 2009).
- 70. Defendant Bank of America has entered into an agreement with the Federal National Mortgage Association (FHMA or, more commonly "Fannie Mae"), entitled a "Commitment to Purchase Financial Instrument and Servicer Participation Agreement". In the Servicer Participation Agreement (SPA), Defendant's servicer Bank of America., on information and belief, warranted that it could comply with the anti-discrimination principles of all applicable laws, including the anti-discrimination provisions of the Fair Housing Act, the Equal Credit Opportunity Act and state anti-discrimination statutes:

Servicer is in compliance with, and covenants that all Services will be performed in compliance with, all applicable Federal, state and local laws, regulations, regulatory guidance, statutes, ordinances, codes and requirements, including, but not limited to, . . . the Equal Credit Opportunity Act, 15 USC § 701 et seq., . . . Fair Housing Act and other Federal and state laws designed to prevent unfair, discriminatory or

¹See, HAMP Servicer List (available at http://makinghomeaffordable.gov/contact_servicer.html).

predatory lending practices and all applicable laws governing tenant rights.

71. Defendant Bank of America, on information and belief, has also entered into a Subsequent Certification with Fannie Mae. This required Defendant's servicer Bank of America on information and belief, to represent that it implemented internal controls to assure compliance with the fair lending laws:

Scope of the Internal Controls Program.

[S]ervicers are required to certify that they have developed and implemented an internal controls program to monitor and detect loan modification fraud and to monitor compliance with applicable consumer protection and fair lending laws, among other things, as described in the SPA.²

- 2. Servicer has developed and implemented an internal control program reasonably designed to monitor and detect loan modification fraud and to monitor compliance with applicable consumer protection and fair lending laws, among other things, as provided in Section 4 of the Financial Instrument.³
- 72. The Treasury Department provided Defendant's servicer Bank of America and other lenders with several examples of control objectives:

II. Solicitation of Borrowers

 Borrowers claiming a hardship who are current or are less than 60 days delinquent and who contact the servicer about a HAMP modification are screened for eligibility.

²See FEDERAL RESERVE SUPPLEMENTAL DIRECTIVE 10-06 (June 29, 2010) (available at https://www.hmpadmini.com/portal/docs/hamp_servicer/sd1006.pdf (accessed Aug. 11, 2010))

³Id. at B-3, Exhibit B, Form of Subsequent Certification.

III. Investor and Third Party Analysis and Outreach

- Servicers have a documented process to ensure that borrower-contact staff has accurate information about investor participation.
- V. Appropriately Forestalling Foreclosure Initiations/Sales and Offering Alternative Foreclosure Prevention Programs
 - Servicers suspend foreclosure for HAMP eligible borrowers in a timely fashion until HAMP evaluation is completed.
- 73. This claim is set forth because of Defendant Bank of America's discrimination on grounds of race or color in its implementation of the HAMP program.
- 74. Defendant Bank of America's discriminatory actions on grounds of race or color denied Plaintiffs the rights to which they entitled to contract for and otherwise obtain financing or refinancing in housing-related transactions, in violation of the FHA, 42 U.S.C. § 3605.
- 75. Defendant Bank of America's discrimination in violation of the FHA has caused injuries and damages to Plaintiff.

RELIEF

WHERFORE, Plaintiff request that this Honorable Court:

A. Stay all proceedings for sheriff's sale and possession of property located at 21501 Buttercrest St., Southfield, Michigan 48075, pending a resolution of Plaintiff's legal and equitable claims.

⁴Id. at C-1, Exhibit C, Examples of Control Objectives.

- B. Declare the mortgage foreclosure void ab initio, based upon the numerous legal violations articulated in Plaintiff's Complaint.
- C. Award costs and attorney fees, and any other relief this Honorable Court deems fair and just.

Respectfully submitted,

VANESSA G. FLUKER, ESQ., PLLC

/s/Vanessa G. Fluker
Vanessa G. Fluker (P64870)
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2920 East Jefferson, Suite 101
Detroit, MI 48207
Phone (313) 393-6005
vgflawyer@sbcglobal.net

Dated: August 19, 2012

JURY DEMAND

Plaintiff Sharai Balford, hereby demands a trial by jury on all issues so triable.

Respectfully submitted,

VANESSA G. FLUKER, ESQ., PLLC

/s/Vanessa G. Fluker
Vanessa G. Fluker (P64870)
Attorney for Plaintiff
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Detroit, MI 48207
Phone (313) 393-6005
vgflawyer@sbcglobal.net

Dated: August 19, 2012

EXHIBIT 1



UMB 36953 NO67

12851 LUREN 34953 P \$4.00 REMONDENTATION 01/13/2006 10/11:55 A.H. RECEIPT# 5086

PATO RECIPIOED - DAKEAGO COUNTY ROTH JURISON CLERK/REGISTER OF DELCS

MORTGAGE

After Recording Respon To: COUNTRYWIDE HOME LOANS, INC. MS SV-79 DOCUMENT PROCESSING

P.O.Box 10423

Van Nuys, CA 91410-0423

1/7195 (Escrow/Closing &) 00012251157921005

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MIN 1000157-0006162043-1

DEFINITIONS

Words used in multiple sections of this document are defined below and other words are defined in Sections 3, 11, 13, 18, 20 and 21. Certain roles regarding the usage of words used in this document are also provided in Section 16.

(A) "Security Instituted" means this document, which is dated. HOVERBER 25, 2005. , logother with all Riders to this document.

(E) "Rosrower" is

SHARAI BALFORD ,A MARRIED WOMAN , AND DERRICK BALFORD, HER HUSBAND

Borrower's address is

21501 BUTTEPCPEST, SQUTHFIELD, MI 48075 Borrower is the mortgager under this Security Insurances.

(C) "MERS" is Martgage Electronic Registration Systems, Inc. MERS is the mortgager under this Security Instrument. MERS is a separate corporation that is acting solely as a nominee for Lender and Lender's necresions and assigns. MERS is organized and existing under the laws of Defaware, and has an address and telephone number of P.O. Box 2026. Flint M148501-2026, tel. (888) 679-MERS.

(D) "Lender" Is COUNTRY/VIDE HOME LOANS, INC.

Londor is a COMPORATION

organized and existing under the laws of NEW YORK

4500 Park Granada, Calabases, CA 91302-1613

. Leader's address is

WESTMINSTER TITLE AGENCY. ! RECORDED BY FIRST AMERICAN !

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NOO17195



LMM36953 #068

DDG ID #: 00012251137911005					
(E) "Note" means the promissory note signed by Borrower and deted HOVEMBER 25, 2005. The Note states that Borrower ower Louder one HUNORED FORTY EIGHT THOUSAND and 00/100					
Dollars (U.S. § 148,000.00)) plus interest. Borrower has promised to pay this debt in regular Periodic Payments and to pay the debt in full not later than DECEMBER 01, 2035. (F) "Property" means the property that is described below under the beading "Transfer of Rights in the Property."					
 (G) "Loan" means the debt evidenced by the Note, plus interest, any prepayment charges and late charges due under the Note, and all sums due under this Security Instrument, plus interest. (B) "Riders" means all Riders to this Security Instrument that are executed by Borrower. The following 					
Riders are so be executed by Burrower (check hox as applicable):					
Adjustable Rate Rider Conduminium Rider Bulloun Rider Plunned Unit Development Rider VA Rider Biweekly Payment Rider Other(s) [specify]					
(f) "Applicable Law" means all controlling applicable federal, siste and local statutes, regulations, ordinances and administrative rules and orders (that have the effect of law) as well as all applicable final non-appealable indictal polynoms.					
(J) "Community Association Dires, Pres, and Assessments" means all dues, (see, assessments and other charges that are imposed on Borrower or the Property by a condominium association, homeowners association or similar organization.					
(b) "Electronic Punds Transfer" means any transfer of funds, other than a transaction originated by check, draft, or similar paper insumment, which is initiated through an electronic terminal, telephonic materials, computer, or angueste tape so as to order, insured, or authorize a fascicial including to debit or credit an account. Such term includes, but is not limited to, point-of-sale transfers, autograted teller machine conventions, transfers initiated by telephone, wire transfers, and automated elearinghouse transfers.					
(L) "Escrew Nettes" means those items that we described in Section 3. (M) "Miscellamous Proceeds" (nears any competention, settlement, award of damages, or proceeds paid by any third purty (other then insurance proceeds paid under the coverages described in Section 5) (or. (i) damage to, or destruction of, the Property; (ii) condemnation or other taking of all or any part of the Property; (iii) conveyance in them of condemnation; or (iv) misrepresentations of, or omissions as to, the value and/or condition of the Property.					
(N) "Mortgage Insurance" means insurance protecting Londer against the nonpayment of, or default on, the Loan.					
(O) "Periodic Payment" means the regularly schedoled amount due for (i) principal and interest under the Note, plus (ii) any amounts under Section 3 of this Security Instrument.					
(P) "RESPA" means the Real Esiste Sculement Procedures Act (12 U.S.C. Section 2601 et seq.) and its implementing regulation, Regulation X (24 C.F.R. Part 3500), as they might be amended from time to time, or any additional or successor legislation or negatation that governs the same subject matter. An used in this Security Instrument, "RESPA" refers to all requirements and restrictions that are imposed in regard to a "federally related mortgage found" even if the Loan does not qualify as a "federally related mortgage found" under RESPA.					
(Q) "Successor in Interest of Borrower" means any party that has taken title to the Property, whether ar not that party into assumed Burrower's obligations under the Note and/or this Security Instrument.					
TRANSFER OF RIGHTS IN THE PROPERTY This Security Instrument securies to Lender. (i) the repayment of the Loan, and all renewals, extensions and modifications of the Note; and (ii) the performance of Borrower's coverants and agreements under this Security Instrument and the Note. For this purpose, Borrower does hereby mortgage, warrant, grant and convey to MERS (solely as nominee for Lender and Lender's successors and assigns of MERS, with power of sale, the following described properly located in the COUNTY of OAKLAND					
[Type of Recording Annabedico] [Mannet of Recording Annabedicons] SEE PERIPIT "A" ATTACHED HERETO AND HADE A PART HEREOF.					

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WW36953 NO69

DOC ID 4: 00012251157911005

Parcel ID Number: 762435302027

which currently has the address of

21501 BUTTERCREST, SOUTHFIELD

[StreetCity]

Michigan 40075

19075 ("Property Address"):

Ziy Code

TOGETHER WITH all the improvements now or hereafter exected on the property, and all eastenants, appurtenances, and fintures now or hereafter a part of the property. All replacements and additions shall also be covered by this Security Instrument. All of the foregoing is referred to in this Security Instrument as the Property. Borrower understands and agrees that MERS holds only legal title to the interests granted by Burrower in this Security themenum, but, it occessary to comply what taw or custom, MERS (as nominee for Leader and Leader's successors and assigns) has the right to exercise any or all of those interests, including, but not limited to, the right to foreclose and sell the Property; and to take any action required of Leader including, but not limited to, releasing and canceling this Security Instrument.

BORROWER COVENANTS that Borrower is lawfully seised of the estate hereby conveyed and has the right to mortgage, grant and covery the Property and that the Property is uncumminated, current for encumbrances of record. Burrower warragts and will defend generally the title to the Property against all claims and demands, subject to any encumbrances of record.

THIS SECURITY INSTRUMENT combines emiliarm covenants for national use and non-uniform covenants with limited variations by jurisdiction to constitute a uniform security instrument covering real property.

UNIFORM COVENANTS. Borrower and Lender covenant and agree as follows:

2. Preyment of Principal, interest, Energy Reno, Prepayment Charges, and Late Charges. Borrower shall pay when due the principal of, and interest on, the debt evidenced by the Note and any prepayment charges and late charges due under the Note. Borrower shall also pay finds for fistrow heres pursuant to Section 3. Payments due under the Note and this Sectivity Instrument shall be made in U.S. Curricy, However, If any effect of other instrument received by Lender as payment under the Note or this Sectivity Instrument is returned to Lender ampaid. Lender may require that any or all subsequent payments due under the Note and this Sectivity Instrument be made in one or more of the following forms, as selected by Lender (a) cash; (b) money order (c) certified check, bank check, trassurer's check or cashier's check, provided any such check is drawn upon an institution whose deposits are insured by a federal agency, instrumentality, or endity; or (d) Electronic Funds Transfer.

Payments are derived tecevised by Lender when received as the location designated in the Note or at such other location are may be designated by Lender in accordance with the notice provisions in Section 15. Lender may cenum any payment or partial payment or partial payment in sufficient to bring the Loan current. Lender may accept any payment or panial payment insufficient to bring the Loan current, without waiver of any rights hereunder or prejudee to its rights to refuse such payment or partial payments in the fature, but Lender is not obligated to apply such payments at the time such payments are accepted. If each Periodic Payment is applied as of its acherhiled due date, then Lender need not pay interest on orapplied fonds. Lender may hold such imapplied fands until Borrower makes payment to bring the Loan current. If Borrower does not do so within a resonable period of time, Lender shall either apply such funds or return them to Borrower. If not applied earlier, such fands will be applied to the outstanding principal balance under the Note immediately prior to forectosure. No offset or claim which Borrower might have now or in the future against Lender shall relieve Borrower from making payments due under the Note and this Security businement or performing the coverants and agreements secured by this Security Instrument.

2. Application of Payments or Proceeds. Except as otherwise described in this Section 2, all payments accepted and applied by Lender shall be applied in the following order of priority: (a) interest due under the Note; (b) principal due under the Note; (c) amounts the under Section 3. Such payments shall be applied to each Periodic Payment in the order in which is became due. Any remaining amounts shall be applied first to late charges, second to any other amounts due under this Seconity Instrument, and then to reduce the principal balance of the Note.

If Lender receives a payment from Bomower for a delinquent Periodic Payment which includes a sufficient amount to pay any late charge due, the payment may be applied to the delinquent payment add the late charge. If more than one Periodic Payment is outcasseding, Lender may apply any payment received from Bomower to the repayment of the Periodic Payments if, and to the extent that, each payment can be paid in full. To the extent that any excess exists after the payment is applied to the full payment of one or more Periodic Payments, such excess may be applied to any late charges due. Voluntary prepayments shall be applied first to any prepayment charges and then as described in the Note.

Any application of payments, insurance proceeds, or Miscellaneous Proceeds to principal due under the Note shall not extend or positione the due date, or change the amount, of the Periodic Payments.

A. Foods for Escruw Hems. Borrower small pay to Lender on the day Periodic Payments are due junder the Note, until the Note is paid in full, a sum (the 'Fonde') to provide for payment of amounts due for, ta) taxes and agreements and other items which can attain priority over this Security instrument as a fign or encumbrance on the Property; (b) leasehold payments or ground rents on the Property, if any; (c) premiums for any and all insurance required by Lender under Section 5; and (d) Mortgage Insurance premiums, if any,

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or any sums payable by Borrower to Leader in line of the payment of Mortgage Insurance premiums in accordance with the provisions of Section 10. These items one called "Eccrow Items." At origination or at any time during the term of the Loan, Lender may require that Community Association Dates, Fees, and Assessments, if any, he exercised by Borrower, and such dues, fors and assessments shall be an Exercise trent. Borrower shall promptly famish to Lender all notices of amounts to be paid under this Section, Borrower shall pay Lender the Funds for Exercise trens makes Lender waives Borrower's obligation to pay the Funds for any or all Exercise trents at any time. Any such valver may only be in writing, to the event of such univer, Borrower shall pay directly, when and where poyable, the amounts due for any Exercise terms for which payment of Funds has been waived by Lender nod, if Lender requires, shall furnish to Leader receipts cridenting such payment within march time period as Lender inay require. Burrower's obligation in make such payments and to provide receipts shall for all purposes be deemed to be a covenant and agreement contained in this Security harmonia, as the phase "covenant and agreement" is used in Section 9. If Borrower is obligated to pay Exercise the phase "covenant of agreement" is used in Section 9. If Borrower is obligated under Section 9 to repay to Lender may exercise its rights under Section 9 and pay such amount and Borrower shall then he obligated under Section 9 to repay to Lender may exercise its rights under Section 9 and pay such amount and Borrower shall then he obligated under Section 9 to repay to Lender in accordance with Section 15 and, upon such revocation, Borrower shall pay to header all Funds, and in such amount, that are then required under this Section 3.

Lender rany, at any time, collect and hold Funds in an amount (a) sufficient to permit Lender to apply the

Lender may, at any time, collect and hold funds in an amount (a) sufficient to permit Lender to apply the Funds at the time specified under RESPA, and (b) not exceed the maximum amount a lender can require under RESPA. Lender shall estimate the amount of Funds due on the basis of current data and reasonable estimates of expenditores of future Escreen leave or otherwise in accordance with Applicable Law.

The Funds shall be held in an inclination whose deposits are insured by a federal agency, instrumentally, or codity (inclinding Lender, if Lender is an institution whose deposits are so insured) or in any Federal Flomo Loan Bonk. Lender shall all ploy the Funds to pay the Extrow forms no later than the time specified under RESPA. Lender shall not charge Borrower for holding and applying the Funds, annually analyzing the excrow account, or verifying the Excrow forms, unless Lender pays Borrower interest to the Funds and Applicable Law permits Lender to make such a charge, Unless on agreement is made in writing or Applicable Law requires interest in the paid on the Funds, Lender shall not be required to pay Borrower any interest or earnings on the Funds. Borrower and Lender can agree in writing, however, that interest shall be paid on the Funds. Lender shall give to Borrower, without charge, an annual accounting of the Funds as required by RESPA.

If there is a surplus of Funds held in excrow, as defined under RESPA. Lender shall account to Borrower for the excess funds in accordance with RESPA. If there is a shortage of Funds held is excrow, as defined under RESPA, Lender shall modify Rorrower as required by RESPA, and Borrower shall ray to Lender the amount necessary to make up the shortage in accordance with RESPA, but in no more than 12 monthly payments. If there is a deficiency of Funds held in excrow, as defined under RESPA, Lender shall notify Borrower as required by RESPA; and Borrower shall pay to Lender the amount necessary to make up the deficiency in accordance with RESPA, but in no more than 12 monthly payments.

Upon payment in full of all sums secured by this Security Instrument, Lender shall promptly refund to Bostower my Funds held by Lender.

4. Charges: Lieus. Borrower shall pay all taxes, assessments, charges. Inter. and impositions antibutable to the Property which can smain priority over this Security Instrument, teaschold payments or ground rents on the Property, if any, and Community Association Dues, Fors, and Assessments, if any. To the extent that these terms are Exercise Items are Exercise Items are Exercise Items. Borrower shall pay them in the manner provided in Section 3.

Borrower shall promptly discharge my lieu which has priority over this Security Instrument unless Borrower. (a) agrees in writing to the payment of the obligation secured by the lieu in a distance acceptable to Lender, but only so long as Borrower is performing such agreement; (b) contests the lieu in good falth by, or defents against coforcement of the lieu while those proceedings which in Lender's opinion operate to prevent the enforcement of the lieu while those proceedings are pending, but only until such proceedings are concluded; or (c) secures from the holder of the lieu an agreement satisfactory to Lender subordinating the lieu to this Security Instrument. If Lender determines that any part of the Property is subject to a lieu which can attain priority over this Security Instrument, Lender may give Borrower a notice identifying the lieu. Within 10 days of the that on which stat notice is given, Borrower shall satisfy the lieu or take one or more of the actions set forth above in this Section 4.

Louder may require Borrower to pay a constitute charge for a real exists tax verification and/or exporting service used by Lender in connection with this Long.

S. Property insurance. Borrower shall keep the improvements now existing or hereafter erected on the Property insured against took by fire, boxards included within the term "extended coverage," and any other hazards including, but not limited to, carthquakes and floods, for which Lender requires insurance. This insurance shall be maintained in the amounts (including deductible levels) and for the periods that Lender requires, What Lender requires pursuant to the preceding sentences can change during the term of the Lond. The insurance starter providing the insurance shall be chosen by Borrower subject to Lender's right to disapprave Borrower's choice, which right shall not be carrowed surcessonably. Lender may require Borrower to pay, in connection with this Loan, either: (a) a one-time charge for flood zone determination and certification services.

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and subsequent charges each time remappings or similar changes occur which masonably might affect such determination or certification. Borrower shall also be responsible for the payment of my fees imposed by the Federal Emergency Management Agency in connection with the review of any flood zone determination.

resulting from an objection by Burrower.

If Borrower fails to maintain any of the coverages described above, Londor may obtain incurance coverage, at Londor's option and Borrower's expense. Londor is under no obligation to purchase any porticular type of consont of coverage. Therefore, such coverage shall cover Lendor, but might for might not product borrower. Borrower's equity in the Property, or the contents of the Property, against any risk, hazard or liability and might provide genater or lesser coverage than oras previously in effect. Borrower acknowledges that the cost of the insurance coverage so obtained might significantly exceed the cost of insurance that Borrower could have obtained. Any amounts disbursed by Londor under this Section 5 shall become additional debt of Borrower accuract by this Security Instrument. These amounts shall been interest at the Note rate from the date of disbursement and shall be payable, with such interest, upon notice from Londor to Borrower requesting payment.

All institutes policies required by Lender and renewals of such policies shall be subject to Lender's right to disapprove such policies, shall include a standard mortgage clause, and shall name Lender as mortgages and/or as an additional loss payer. Lender shall have the right to hold the policies and renewal certificates. If Lender requires, Borrower shall promptly give to Lender all receipts of pull present and renewal notices. If Borrower obtains any form of insurance coverage, not otherwise required by Lender, for damage to, or destruction of, the Property, such policy shall include a standard mortgage clause and shall mane Lender as

mortgages and/or as an additional loss payee.

In the event of loss, Borrower shall give prompt notice to the iterature earlier and Lender. Lender unity make proof of loss if not made promptly by Borrower. Unless Lender and Borrower otherwise agree in writing, any insurance proceeds; whether or not the underlying insurance was required by Lender, shall be applied to restoration or repair of the Property, if the restoration or repair is economically feasible and Lender's society is not lessened. During such repair and remoration period. Lender shall have the right to hold such insurance proceeds until Lender has had an opportunity to inspect such Property to ensure the work has been completed to Lender's societion, provided that such inspection shall be undertaken promptly. Lender may distance proceeds for the repairs and restoration in a single payment or is a series of progress payments as the work is completed. Unless an agreement is made in writing or Applicable Law requires intenss to be raid on such insurance proceeds. Lender shall not be required to pay Borrower any interest or cavings on such proceeds. Fees for public adjusters, or other third parties, restated by Borrower shall not be paid out of the insurance proceeds and shall be the sole obligation of Borrower. If the restoration or repair is not economically feasible or Lender's seconty would be lessened, the insurance proceeds shall be applied to the stans secured by this Security listenment, whether or not then due, with the exceed, if any, read to Borrower. Such insurance proceeds shall be applied to the other stores provided for in Section 2.

If Borrower abundants the Property, Leader may file, negotiate and settle any available insurance claim and related matters. If Borrower does not respond within 30 days to a notice from Leader that the insurance currier has offered to settle a claim, then Leader may negotiate and settle the claim. The 30-day period will begin when the notice it given. In either event, or if Leader enquires the Proporty under Section 22 or otherwise. Borrower hereby assigns to Leader (a) Borrower's rights to any insurance proceeds in an amount not to exceed the amounts unpaid under the Note or this Security herometers, and (b) may other of Borrower's rights (other than the right to any refund of uncarned premiums paid by Borrower) under all insurance policles covering the Property, insofar as such rights ore applicable to the coverage of the Property. Leader may use the insurance proceeds either to repair or restore the Property or to pay amounts amount under the Note or this Security Insurances, whether or not then due.

6. Occupancy. Borrower shall occupy, establish, and use the Property as Borrower's principal residence within 60 days after the execution of mis Security Instrument and shall continue to occupy the Property as Borrower's principal residence for at least one year after the date of occupancy, unless Lender otherwise agrees in writing, which constant shall not be unreasonably withheld, or unless externating circumstances exist

which are beyond Borrower's control.

7. Preservation, Maintenance and Protection of the Property: Impactions, Borrower shall not destroy, demage or impair the Property allow the Property to deteriorate or cumuit waste on the Property. Whether or not Borrower is residing to the Property, Borrower shall maintain the Property in order in prevent the Property from deteriorating or decreasing in value due to its condition. Unless it is determined pussuant to Section 5 that repair or restoration is not economically leasible. Borrower shall promptly repair the Property if damaged to avoid further deterioration or damage. If insurance or condemnation proceeds are paid in connection with damage to, for the taking of, the Property, Borrower shall be responsible for adjusting or destroing the Property only if Lender has released proceeds for such purposes. Lender may disburse proceeds for the repairs and restoration in a single payment or in a series of progress payments as the work is completed. If the insurance or condemnation proceeds are not sufficient to repair or restoration.

Leader or its agent may make reasonable entries upon and inspections of the Property. If it has reasonable cause, Leader may inspect the interior of the improvements on the Property, Leader shall give Borrower notice at the time of or prior to such an interior inspection specifying such ecasonable cause.

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8. Borrower's Loan Application. Borrower shall be in default if, during the Loan application process, Borrower or any persons or entities acting at the direction of Borrower or with Borrower's buowledge or consent gave materially false, misleading, or inscentrate information or statements to Lender (or failed to provide Lender with material information) in connection with the Loan. Material representations include, but are not finited to, representations concerning Borrower's occupancy of the Property as Borrower's principal resistence.

is agreed that Lender incurs no liability for not taking any or all actions notherized under this Section 9.

Any amounts disbursed by Lender under this Section 9 shull become additional debt of Borrower secured by this Security Instrument. These amounts shall bear interest at the Note rate from the date of disbursement and shall be gayable, with such interest, upon notice from Lender to Borrower requesting payment.

If this Security Instrument is on a leasehold, Borrower shall comply with all the provisions of the lease. If Borrower sequines for title to the Property, the leasehold and the fee title shall not merge unless Lender agrees to the merger in writing.

18. Mortgage Insurance, If Lender required Mortgage Insurance as a condition of making the Loan. Burrower shall pay the premiuras required to maintain the Mortgage Insurance in effect. If, for my reason, the Mortguge Insurance coverage required by Lender ceases to be available from the mortgage insurer that previously provided such insurance and Borrower was sequired to make separately designated payments toward the premiums for Mortgage Insurance, Borrower stadt pay the premiums required to obtain coverage submantially equivalent to the Montgage Instrumes previously in effect, at a cost substantially equivalent to the cost to Borrower of the Mortgage Insurance previously in effect, from an afternate mortgage insurer selected by Lender. If substantially equivalent Mongage insurance coverage is not available. Burrower shall continue to pay to Leader the Amount of the separately designated payments that were due when the immurance coverage ceased to be in effect. Lender will accept, use and retain these payments as a non-refundable last renerve in liou of Mortgage Insurance. Such loss reserve shall be non-refundable, notwithstanding the fact that the Loren is tiltimately paid in full, and Lender shall not be required to pay Borrower any interest or earnings on such loss reserve. Lender can no longer require loss reserve payments if Mortgogo lineurance coverage (in the amount and for the period that Lender requires) provided by an insurer selected by Lender again becomes available, is obtained, and Lender requires repurately designated payments toward the premiums for Mortgage Insurance. If Lender required Mongage Insurance as a condition of making the Loan and Borrower was required to make reparately designated payments around the premiums for Mongage Insurance, Borrower shall pay the premiums required to maintain Mongage Insurance to effect, or to provide a non-refundable loss reserve, until Lender's requirement for Mongage Insurance ends in accordance with any written agreement between Borrower and Lender providing for such termination or until termination is required by Applicable Law, Nothing in this Section 10 officers Borrower's obligation to pay interest at the rate provided in the Note.

Mortgage Insurance reimburses Lender (or any entity that purchases the Note) for certain losses it may intent if Borrower does not receiv the Load as agreed. Borrower is not a purty to the Mortgage Laurance.

Mongage insurers evaluate their with risk on all such insurance in force from time to time, and may enter into agreements with other parties that share or modify their risk, or natice losses. These agreements are on terms and complitions that are satisfactory to the mortgage insurer and the other party (or parties) to these ogreements. These agreements may require the mortgage insurer to make payments using any source of funds that the mortgage insurer may have available twitch may include funds obtained from Mortgage Insurance premiums.

As a result of these agreements, Lender, any purchaser of the Note, smother insurer, any scinsurer, any other entity, or any diffusion of any of the foregoing, may receive (directly) at indirectly) amounts that derive from or might be characterized so; a portion of Bosover's payments for Moratge Insurance, in exchange for sharing or modifying the mortgage insurer's risk, or reducing losses. If such agreement provides that an affiliate of Lender takes a share of the insurer's risk in exchange for a share of the premiums paid to the insurer, the arrangement is often termed "captive reluvarance." Further:

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(a) Any such agreements will not affect the amounts that Burrower has agreed to pay for Mortgage Insurance, or any other terms of the Loan. Such agreements will not increase the amount Burrower will not provide the Insurance, and they will not entitle Borrower to any relund.

(b) Any such agreements will not affect the rights Borrower has - if any - with respect to the Martgage Insurance under the Homeowners Protection Act of 1998 or any other law. These rights may include the right in receive critain disclosures, to request and obtain cancellation of the Alurigage Insurance, to have the Mortgage Insurance terminated automatically, and/or to receive a refund of any thortgage insurance premiums that were uncarned at the time of such cancellation or termination.

 Assignment of Miscellaneous Proceeds; Furfeiture. All Miscellaneous Proceeds are horeby assigned to and shall be guid to Lender.

If the Property is damaged, such Miscellaneous Proceeds shall be applied to restoration or repair of the Property, if the renoration or sepair is economically feasible and Lender's security is not lessened. During such repair and restoration period, Lender shall have the right to hold such Miscellaneous Proceeds until Lender has had an appartunity to inspect such Property to ensure the work has been completed to Lender's suisfaction, provided that such inspection shall be undenaken promptly. Lender may pay for the repairs and restoration in a single disbursement or in a series of progress payments as the work is completed. Unless an agreement is made in writing or Applicable Law requires tracress to be paid on such Miscellaneous Proceeds. Lender shall not be required to pay Borrower any interest or earnings an such Miscellaneous Proceeds. If the restoration or repair is not economically feasible or Lender's security would be leavened, the Miscellaneous Proceeds shall be applied to the sums secured by this Security Instanton, whether or not than dua, with the access, if any, paid to Borrower. Such Miscellaneous Proceeds shall be applied to the sums secured by the Security Instanton.

In the event of a total taking, destruction, or loss in value of the Property, the Miscellaneous Proceeds shall be applied to the stors secured by this Security Instrument, whether or not then due, with the excess, if any, paid to Borrower.

In the event of a partial taking, thestruction, or loss in value of the Property in which the fair market value of the Property immediately before the partial taking, destruction, or loss in value is equal to or greater than the amount of the same secured by this Security Instrument immediately before the partial taking, destruction, or loss in value, unless Borrower and Leader otherwise agree in writing, the same secured by this Security Instrument shall be reduced by the smount of the Miscellaneous Proceeds multiplied by the following fraction: the total amount of the same secured immediately before the partial taking, destruction, or loss in value. Any balance shall be paid to Borrower.

In the event of a partial taking, destruction, or luss in value of the Property in which the fair render value of the Property immediately before the partial taking, destruction, or loss in value is less than the amount of the same secured immediately before the partial taking, destruction, or loss in value, unless Borrower and Lender otherwise agree in writing, the Miscellaneous Proceeds shall be applied to the sums secured by this Security instrument whether or not the sums are then due.

If the Property is abandorical by Borrower, or if, after notice by Leader to Borrower that the Opposing Pasty (as defined in the next sentence) offers to make an award to rettle a claim for damages. Burrower fails to respond to Leader within 30 days after the date the notice is given. Leader is authorized to collect and apply the Miscellaneous Proceeds either to restoration or repair of the Property or to the same accural by this Security Instrument, whether or not then due. "Opposing Party" means the third party than owes Borrower Miscellaneous Proceeds or the party against whom Borrower has a right of action in regard to Miscellaneous Proceeds.

Bentourer shall be in default if any action or proceeding, whether civil or criminal, is begun that, in Lender's judgment, could result in forfeiture of the Property or other material impairment of Lender's interest in the Property or rights under this Security Instrument. Borrower can cure such a default and, if acceleration has occurred, reinstate as provided in Section 19, by causing the action or proceeding to be distripted with a ruling that, in Lender's judgment, precludes forfeiture of the Property or other material impairment of Lender's interest in the Property or rights under this Security Instrument. The proceeds of any award or claim for damages that are attributable to the impairment of Lender's interest in the Property are hereby assigned and shall be naid to Lender.

All Mixedianeous Proceeds that ere not applied to restoration or requir of the Property shall be applied in the order provided for in Section 2.

12. Burrower Not Relicised; Forbearance By Leader Not a Waiver. Extension of the time for payment or modification of amortization of the sons secured by this Seconity Instrument ground by Lender to Borrower or any Successor in Interest of Borrower shall not be required to commence proceedings against any Successor in Interest of Borrower or to refuse to extend time for payment or otherwise modify amortization of the sums secured by this Security Instrument by reason of any demand mode by the original Borrower or any Successors in Interest of Borrower. Any forbearance by Leader in exercising any right or remedy including, without limitation, Lender's acceptance of payments from third persons, entities or Successors in Interest of Borrower or in amount then due, shall not be a waiver of or preclude the exercise of any right or remedy.

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13. Joint and Several Liability: Co-signers: Successors and Assigns Bound, Borrower covenants and agrees that Borrower's obligations and diability shall be joint and several. However, any Borrower who co-signs this Security Instrument but does not execute the Note to "co-signer": tol is co-signing this Security Instrument (mily to mortgage, grant and couvey the co-signer's interest in the Property under the serms of thin Security Justinament; (b) is not personally obligated to pay the sums secured by this Security Instrument; and (c) agrees that Lender and any other Borrower can agree to extend, modify, forbear or make any accommodations with regard to the terms of this Security instrument or the Note without the co-signer's

Subject to the provisions of Section 18, any Successor in Interest of Borrower who assumes Borrower's obligations under this Socurity Instrument in writing, and is approved by Leader, shall obtain all of Bostower's rights and benefits under this Security Instrument, Borrower shall not be referred from Borrower's obligations and liability mader this Security Instrument miless Leader agrees to such release in writing. The coverants and agreements of this Security Instrument shall bind (except as provided in Section 20) and benefit the successors and assigns of Lender.

14. Laun Charges, Leader may charge Bostower less for services performed in connection with Borrower's default, for the purpose of protecting Lender's interest in the Property and rights under this Socurity Lastrument, Including, but not limited to attorneys' fees, properly inspection and valuation fees. In regard to any other fees, the absence of express authority in this Security Instrument to charge a specific fee to Borrower shall not be construed as a prohibition on the changing of such fee. Lender may not charge fees that

are expressly prohibited by this Security Instrument or by Applicable Law.

If the Loan is subject to a tim which sets maximum loan charges, and shar law is finally interprenent so than the interest or other focus changes collected or to be collected in connection with the Loan exceed the permitted limits, then: (a) any such loan charge shall be reduced by the amount necessary to reduce the charge to the permitted limit; and the any same already collected from Borrower which exceeded permitted limits will he refunded to Borrower. Lender may choose to make this refund by reducing the principal owed under the Note or try making a direct payment to Borrower. If a refund reduces principal, the reduction will be treated as a punial prepayment without any prepayment charge (whether or not a prepayment charge is provided for under the Note). Borrower's acceptance of any such refund made by direct payment to Borrower will constitute a waiver of any right of action Borrower might have arising out of such oversharge.

15. Notices. All notices given by Horrower or Lender in connection with this Security Instrument must be in writing. Any notice to Borrower is connection with this Security Instrument shall be deemed to have been given to Borrower when uttiled by first class mail or when octually delivered to Borrower's notice address if sent by other means. Notice to any one Borrower shall constitute notice to all Borrowers antes.

Applicable Law expressly requires otherwise. The notice address shall be the Property Address unless Borrower has designated a substitute notice subdress by notice to Lenther. Burrower shall promptly nearly Lender of Berrower's change of address. If Lender specifies a procedure for reporting Borrower's change of address, then Borrower shall only report a change of address through this specified procedure. There may be only use designated notice address under this Security Instrument at any one time. Any notice to Lender shell be given by delivering it or by mailing it by first cless mail to Lander's address stated harrin turiess Lender has designated prother address by notice to Borrower. Any notice in connection with this Security Instrument shall not be deemed to have been given to Lender until actually received by Lender. If any notice required by this Security Instrument is also required under Applicable Law, the Applicable Law requirement will satisfy the corresponding requirement under this Security Instrument.

16. Coverning Law; Severability; Relet of Construction. This Security instrument shall be governed by federal law and the law of the jurisdiction in which the Propenty is located. All rights and obligations contained in this Security Instrument are subject to any requirements and limitations of Applicable Law.

Applicable Law might explicitly or implicitly allow the parties to agree by contract or it might be silent, but such silence shall and he construed as a prohibition against agreement by contract. In the event that any provision or clause of this Security Instrument or the Note conflicts with Applicable Law, such conflict shall not affect other provisions of this Security Instrument or the Note which can be given effect without the conflicting provision.

As used in this Security Instrument; (a) words of the masculine gender shall mean and include corresponding neuter words or words of the ferminine gender; (b) words in the singular shall mean and include the pland and vice verse; and (c) the word "may" gives sole discretion without any obligation to take any

17, Burrower's Copy. Borrower shall be given one copy of the Note and of this Security Instrument.

18. Transfer of the Property or a Beneficial Interest in Borrower. As med in this Section 18. "Interest in the Property" means any legal or beneficial interest in the Property, including, but not limited to, those beneficial interests immelered in a bond for deed, contract for deed, installment sales contract or excrow agreement, the intent of which is sig transfer of little by Borrows at a future date to a purchaser.

If all or any part of the Property or any Interest in the Property is sold or stantiferred (or if Borrower is not a natural person and a beneficial interest in Borrower is sold or transferred) without Lender's prior written consent, Lender may require immediate payment in full of all sums secured by this Security Instrument, However, this option shall not be exercised by Lender if such exercise is prohibited by Applicable Law.

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If Lender exercises this option, Lender shall give Borrower notice of acceleration. The nutice shall provide a period of not less than 30 days from the date the notice is given in accordance with Section 15 within which Borrower must pay all sums served by this Security Instrument. If Borrower fails to pay these sums prior to the expiration of this period. Lender may invoke any remedies permitted by this Security Insurament without flather notice or demand on Borrower.

19. Burrower's Right to Reinstate After Acceleration. If Bostower meets certain conditions, Bostower shall have the right to have enforcement of this Security Instrument discontinued at any time prior to the earliest of: (a) five days before rate of the Property pursuant to any power of rate contained in this Security instrument; (b) such other period as Applicable Law might specify for the termination of Borrower's right to reinstate; or (c) entry of a judgment enforcing this Security Instrument. Those conditions are that Borrower. (a) pays Landar all some which then would be due under this Security Instrument and the Note as if no acceleration had occurred: (b) cores any default of any other covenants or agreements; (c) pays all expenses incrured in enforcing this Security Instrument, including, but not limited to, recognishe attorneys' feet. property inspection and valuation fors, and other fors incorred for the purpose of protecting Lender's interest in the Property and rights under this Security Insumment; and (d) takes such action as Lender may reasonably require to assure that Lender's interest in the Property and rights under this Security Instrument, and Borrower's obligation to pay the soms secured by this Security Instrument, shall continue unchanged. Leader may require that Borrower play such reinstatement sours and corporace in one or more of the following forms. as refected by Lender, (a) each; (b) money order; (c) certified check, bank check, treasurer's check or cashier's theck, provided my such check is drawn upon an institution whom deposits are issued by a federal agency. instrumentality or entity; or tid) Electronic Funds Transfer. Upon regulatement by Burrower, this Security Instrument and obligations secured hereby shall remain fully effective us if no acceleration tead occurred. However, this right to reinstate shall not apply in the case of acceleration under Section 18.

28. Sale of Note; Change of Loun Services. Notice of Gricemec. The Note or a partial interest in the Note (together with this Security Instrument) can be sold one or more times without prior notice to Bampwer. A sale might result in a change in the entity (known as the "Loan Service") that collects Periodic Payments due under the Note and this Security Instrument and performs other mortgage loan servicing obligations under the Note, this Security Instrument, and Applicable Law, There also might be one or more changes of the Loon Servicer unrelated to a sale of the Note. If there is a change of the Loon Servicer, Burrower will be given written notice of the change which will state the name and address of the new Loan Services, the address to which payments should be made and any other information RESPA requires in connection with a notice of transfer of activiting. If the Note is suld and thereafter the Loan is serviced by a Loan Servicer other than the purchases of the Note, the mostgage tous servicing obligations to Burnower will remain with the Loss Services or be transferred to a successor Loan Servicer and are not assumed by the Note purchaser unless otherwise

provided by the Note purchaser.

Neither Borrower nor Lender may communee, join, or be joined to any judicial action tas either as individual diligant or the member of a class) that arises from the other party's actions pursuant to this Security insumment or that alleges that the other party has breached any provision of, or any duty owed by reason of, this Security Instrument, until such Bornwer or Lendor has notified the other party (with such notice given in compliance with the requirements of Section 15) of such alleged breach and afforded the other party hereto a reasonable period after the giving of such notice to take corrective action. If Applicable Law provides a time period which must chapse before communication can be taken, that time period will be deemed to be reasonable for purposes of this paragraph. The notice of acceleration and opportunity to cure given to Burrower pursuant to Section 22 and the notice of acceleration given to Borrower pursuant to Section 18 shall be deemed to satisfy the notice and opportunity to take corrective action provisions of this Section 20.

21. Humandous Substances. As used in this Section 21: (a) "Hazardous Substances" are those substances defined as toxic or hazardous substances, pollutacts, or waster by Economicated Law and the following substances: gasoline, kerosene, other flammable or toxic periodeum products, toxic pesticides and harbicides, volatile solvents, materials containing affectors of formaldelipide, and collective materials; (b)
"Environmental Law" means federal laws and laws of the jurisdiction where the Property is located that relate to health, safety or environmental protection; by "Environmental Cleanup" includes any response action, remedial action, or removal action, as defined in Environmental Law; and (d) on "Environmental Condition"

mento a condition that can cause, contribute to, or otherwise originer as Environmental Cleanup.

Borrower shall not cause or permit the presence, use, disposal, storage, or release of any Hazardous Substances, or threaten to refrace may Hazardown Substances, on or in the Property. Borrower shall not do, nor allow surrone else to do, unything affecting the Property (a) that is in violation of any Environmental Law, (b) which creates as Environmental Combines, or so which, due to the presence, use, or release of a Hazardous Substance, creates a condition that adversely affects the value of the Property. The preceding two sentences shall not apply to the presence) use, or storage on the Property of small quantities of Hazardous Substances that are generally recognized to be appropriate to normal residential uses and to maintenance of the Property (including, but not limited to, basardous substances in consumer products).

Borrower shall promptly give Lender written notice of tal any investigation, claim, demand, trustait of other action by any governmental or regulatory agency or private party involving the Property and any Hazardous Substance or Environmental Law of which Borrower has actual knowledge, (b) any Environmental Condition, including but not limited to, any spilling, leaking, discharge, release or threat of release of any Hazardous Substance, and (c) any condition caused by the presence, use or release of a Hazardous Substance

MICHIGAN-Single Femily-UNEFORM INSTRUMENT WITH MERS 2De27-M1101/041 Page 9 of 11

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which adversely affects the value of the Property. If Bormwer learns, or is multiled by any governmental or regulatory nutbority, or any private party, that any removal or other remediation of any Hazardous Substance affecting the Property is necessary, Bormwer shall promptly take all necessary remedial actions in accordance with Environmental Law. Nothing herein shall create any obligation on Lender for an Environmental Cleanup.

NON-UNIFORM COVENANTS. Barrower and Leader further covenant and agree as follows:

22. Acceleration: Remedies, Lender shall give motice to Burrower prior to acceleration following Borrower's breach of any covenant or agreement in this Security Instrument (but not prior to acceleration under Section 18 unless Applicable Law provides otherwise). The motice shall specify: (a) the default; (b) the union required to cure the default; (c) a dine, not less than 30 days from the date the outer is given to Borrower, by which the default must be cured; and (d) that fadure to cure the default on or before the date specified in the maine may result in acceleration of the same secured by this Security bustroment and sale of the Property. The notice shall further inform Borrower of the right to reinstant after acceleration and the right to bring a court action to sear the more instance of a default or any other default exceleration and the right to bring a court action to sear the more instance of before the date specified in the solice. Lender at its option and sale. If the default is not cured on or before the date specified in the solice, Lender at its option may require insmediate payured in full of all sunts secured by this Security Instrument without further demand and may invoke the power of safe and any other remedies permitted by Applicable Law. Lender shall be entitled to reflect all expenses incurred in purming the remedies provided in this Section 22, including, but not limited to, reasonable latorneys' less and costs of title cridence.

If Lender invokes the power of sale, Lender shall give notice of sale to Burrawer in the memore provided in Section 15. Lender shall publish and post the motice of sale, and the Property shall be sold in the mamor prescribed by Applicable Law. Lender or its designer may purchase the Property at any sale. The proceeds of the sale shall be applied in the following order: (a) to all expenses of the sale, including, but not limited to, reasonable attorneys' (ors; (b) to all some secured by this Security Instrument; and (c) any excess to the person or persons legally endited to it.

23. Release. Open payment of all sums accord by this Security Instrument, Lender shall prepare and life a discharge of this Security Instrument. Leader may charge Bostower a fee for releasing this Security Instrument, but only if the fee is paid to a third party for services predicted and the charging of the fee is permitted under Applicable Law.

BY SIGNING BELOW, Borrower accepts and agrees to the terms and covenants counined in this Security instrument and in any Rider executed by Borrower and recorded with in.

Witnesses	1		
	:	Shanai Baeford	(Sept
	:	ONCOLAR I LEANS	•Воггозис
		J. S. S.	(Seal
	. 1	Denick Balford	
	•		(Seal
			-Вопож
			(Scal)
			-Barrowa

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 Page 10 of 15

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STATE OF MICHIGAN.
Acknowledged before me in Oa Kland

County, Michigan, on Moutember 35, 3005

Sharai Balford, a married woman, and Derrick

Barford, ner nusband

Chone M- Law

Mosary Public, State of Michigan, County of My commission expires Acting in the County of

This instances was prepared by REMBE MICHAEL COUNTRIVIDE HOME LOAMS, INC. 27777 FRANKLIN RD. SIE 760, SOUTHFIELD, MI 49034

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MICHIGAN-Single Family-Unit PORM INSTRUMENT WITH MERS
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 Page 11 of 17

HEART S. 3.

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UER36953 #3078

Ezhibit A

Property situated in the City of Southfield Oaldand County, State of Michigan:

Lot 87 of Lorraine Subdivision, according to the plat thereof as recorded in Liber 103, Page(s) 37 and 38 of Plats, Oakland County Records.

Commonly known as: 21501 Buttercrest

Sidwell No. 74-24-35-302-027

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ADJUSTABLE RATE RIDER (LIBOR Index - Rate Caps)

After Recording Return To:
COUNTRYWIDE HOME LOANS, INC.
MS SV-79 DOCUMENT PROCESSING
P.O.BOX 10423
Van Nuys, CA 91410-0423

Prepared By: RENEE MICHAEL COUNTRYWIDE HOME LOAMS, INC.

27777 FRANKLIN RD. STE 760 SOUTHFIELD MI 48034

17195 [Escrow/Closing #1 00012251157911005

THIS ADJUSTABLE RATE RIDER is made thin TWENTY—FIETH day of NOVEMBER. 2005 and it incorporated into and shall be deemed to mened and supplement the Mortgage. Deed of Toust, or Deed to Secure Debt (the "Security Insurament") of the same date given by the underligned (the "Borrower's to secure Burrower's Note to COUNTRYMIDE ROME LOANS, INC.

(the "Lender") of the same date and covering the property described in the Security Insurancest and located at:
21501 BUTTERCREST
SOUTHERED MI 48075

SOUTHFIELD, MI 48075 [Property Address]

THE NOTE CONTAINS PROVISIONS ALLOWING FOR CHANGES IN THE INTEREST RATE AND THE MONTHLY PAYMENT, THE NOTE LIMITS THE AMOUNT THE BORROWER'S INTEREST RATE CAN CHANGE AT ANY ONE TIME AND THE MAXIMUM RATE THE BORROWER MUST PAY.

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A. INTEREST RATE AND MONTHLY PAYMENT CHANGES

The Note provides for an iditial interest time of 9.000 %. The Note provides for changes in the interest rate and the monthly payments, as follows:

4. INTEREST RATE AND MONTHLY PAYMENT CHANGES

(A) Change Dates

The interest rate I will pay may change on the first. day of DECEMBER, 2008 and on that day every sixth month thereafter. Each date on which my interest

rate could change is called a "Change Date."

(B) The Lodes

Beginning with the first Change Date, my interest rate will be based on an index. The "Index" is the average of interbank offered rates for six-month U.S. dollar-denominated deposits in the London market ("LIBOR"), as published in The Wall Street Journal. The must recent ladex figure available as of the date 45 days before each Change Date is called the "Current latter."

If the ludex is no longer available, the blote Halder will chause a new index that is based upon comparable information. The Note Holder will give me naince of this choice.

(C) Calculation of Changes

Before each Change Date, the Note Holder will calculate my new interest rate by adding

SIX percentage points) (6,000%) to the Current Index. The Note Holder will then round the result of this addition to the netrest one-eighth of one percentage point (0.125%). Subject to the family stated in Section 4(D) below, this rounded amount will be my new interest rate until the next Change Date.

The Note Holder will then determine the amount of the monthly comment that would be sufficient to repay the uspaid principal that I am expected to owe at the Change Date in full on the maturity date at my new interest rate in substantially equal payments. The result of this calculation will be the new amount of my monthly manner.

(D) Limits on Interest Rate Charges

The interest rate I am required to pay at the first Change Date with not be greater than 10.500 % or less than 9.000 %. Thereafter, my interest rate will never be increased or decreased on any Change Date by more than engle ONE & ONE-HALF percentage pointest (1.500 %) from the rate of interest. I have been paying for the preceding six months. My kneest rate will never be greater than 16.000 % or less than 9.000 %.

(E) Effective Date of Changes

My new interest rate will become effective on each Change Date. I will pay the amount of my new monthly payment beginning on the line monthly payment date after the Change Date until the amount of my monthly payment changes again.

(F) Notice of Changes

The Note Holder will deliver or mait to me a natice of any changes in my interest rate and the amount of my manufuly payment before the effective dote of any change. The notice will include information required by law to be given me and also the little and telephone member of a parson who will answer any question I may have regarding the notice.

B. TRANSPER OF THE PROPERTY OR A BENEFICIAL INTEREST IN BORROWER

Uniform Coverant 18 of the Security Instrument is amended to read as follows:

Transfer of the Property or a Beneficial Interest in Borrower. As used in this Section 18, "Interest in the Property" means may legal or beneficial interest in the Property, including, but not limited to, those beneficial interests transferred in a bond for deed, contract for deed, installment sales contract or excrow agreement, the intent of which is the transfer of title by Borrower at a foture date to a purchaser.

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If all or any port of the Property or any Injecest in the Property is sold or transferred tor if a Borrower is not a natural person and a baseficial interest in Borrower is sold or transferred) without Lender's prior written consent. Lender may require insmediate payment in full of all the businesses. Lender may require insmediate payment in full of all such exercise is prohibited by Applicable Law, Lender also shall not exercise this option if: (a) Borrower causes to be submitted to Lender information sequired by Lender to evaluate the intended transferree as if a now foun were being made to the transferree; and (b) Lender responsibly determines that Lender's security will not be impaired by the losto assumption, and that the risk of a breach of any currentant or agreement in this Security insurament is acceptable to Lender.

To the extent permitted by Applicable Law, Lender may charge a reasonable fee as a condition to Lender's consent to the hom assumption. Lender only also require the transferre to sign an assumption agreement that is acceptable to Lender and that obligates the transferre to keep all the promises and agreements made in the Note and in this Security fustaments. Borrower will continue to be obligated under the Note and this Security instrument states Lender releases Borrower in writing.

If Lender executes the option to require immediate payment in full. Lender shall give Borrower notice of acceleration. The actice shall provide a period of not loss than 30 days from the date the notice is given in accordance with Section 15 within which Borrower must pay all sums secured by this Security Instrument. If Borrower falls to pay these sams prior to the expiration of this period, Lender may invoke any remedies permitted by this Security Instrument without further notice or decreased on Borrower.

BY SIGNING BELOW, Borrower accepts and agrees to the terms and covenants contained in this Adjustable Rate Rider.

Shara Balford	(Seal)
SHARAI BALFORD	- Barrowei
DSBULL.	(Seal)
Derrick Balford	- Bornwer
Control Control .	(Seal)
	- Borrows
	(Seal)
•	– ট্রুনার্ডপর্য

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Page 3 of 3

Hardship Letter

Derrick and Sharai Balford 21501 Buttercrest Southfield, MI 48075 July 29, 2010

Bank of America Home Loans Servicing, LP 390 Interlocken Crescent Suite 310 Broomfield, CO/80021

RE: Account Number# 122511579

BAC Home Loans Servicing, LP:

This letter is being sent to you in response to your previous correspondence. Be advised that we did not fail to conform to the guidelines of a trial modification as we have never been presented the opportunity. The following information was never provided to us:

- Trial modification documentation offer letter that defines the program that will be utilized for loan modification
 - o Trial modification documentation that provides an explanation as to the calculation that was used to determine the 'trial payment amount'
 - o Guidelines and requirements of Making Home Affordable (or program that will be used for the loan modification)
- Summary of where the monies that are collected during the 'loan modification' would be applied (Will property taxes and Home Owner Insurance be inclusive)
- Signature from us acknowledging that we reviewed and accepted the documentation supplied to setup a loan modification

You also stated that we were not eligible for the federal government's Home Affordable Program but failed to provide an explanation as to why we are not eligible. We are also unclear how this was determined. We provided financial information to you over (6) months ago and yet all Bank of America has consistently done was informed us of how we did not qualify but have not provided the reasons and proof why we did not qualify. It is the responsibility of Bank of America to show proof as to why we did not qualify. Just like we had to present financial information in detail to you, it is unlawful to keep sending letters to us stating that we did not qualify for a program without proving to us how we 'allegedly' did not meet the criteria. It is also equally insulting that Bank of America has failed to show us guidelines to any of the 'alleged' programs that we have not been qualified for. It is our belief that Bank of America was bailed out by Congress and received billions of dollars to help people like us keep our house; however, the lack of documentation to support your claims speaks for itself. We have received (3) letters to

Hardship Letter for Derrick and Sharai Balford Account Number 122511579

Page 2

date that state that we do not qualify for programs that we did not receive the proper documentation to proceed and qualify for each program. Please provide us with a detailed list of qualifications and documentation for each program (Making Home Affordable, Michigan's Hardest Hit, Bank of America 'Trial Modification', etc).

You have fraudulently stated that we have not qualified for any programs and yet President Obama has released yet another program 'Michigan Hardest Hit' program and yet we have not been offered any type of relief from Bank of America.

It is our understanding that based on recent Press releases and media coverage that 30% of the principle balance will be reduced to assist borrowers in obtaining a reasonable home modification loan under the Making Homes Affordable program. We are making it clear that our intentions are to find an affordable program that will provide a legitimate loan modification. For the first loan we were taken advantage of by the extraordinary high interest rates. It is imperative that Bank of America works with us to find a favorable loan modification that will allow us to get back on track and save our home.

We have also confirmed that everyone we know that was provided a temporary mortgage adjustment was denied a loan modification with Bank of America after supplying all of the requested information. It is imperative that we are able to get the loan modification that the President has ensured many Americans that they are entitled to.

The proceeding information outlines why our financial situation has changed and why we are having difficulty making payments on our mortgage loan.

- Sharai Balford was laid off from job since March 2009; however, my husband is
 employed and has been for ten years. I am requesting that his financial information
 be reviewed after we receive documentation and qualifications stating all of the
 programs that were outlined in previous correspondences from Bank of America.
- A financial hardship was undergone since sixty percent of our income was lost when I was laid off

My husband and I have paid our mortgage since 2006 on time. We are interested in working with Bank of America and finding an acceptable loan modification program.

Regards,

Derrick and Sharai Balford

SENDER: COMPLETE THIS SECTION	COMPLETE THIS SECTION ON DELIVERY	
Complete Items 1, 2, and 3. Also complete Item 4 if Restricted Delivery is desired. Print your name and address on the reverse	A SPREMEWHITE HOUSE OFFICE X WASHINGTON, D. C. 20050001	
so that we can return the card to you. Attach this card to the back of the malipiece, or on the front if space permits.	B. Received by (Printed Name) C. Date of Delivery	
1. Article Addressed to: President Burack Obama The winter House	D. Is delivery address different from 12 12 10: If YES, enter delivery address below:	
16:00 Pennsylvania Avenus NN Washington, DC 20500	S Service Type S Certified Mail	
	4. Restricted Delivery? (Extra Fee) Yes	
2. Article Mulinber 7001 01	.00 0001 8275 2768	
PSAmm 3811, February 2004 Domestic Ra	otum Recelpt 102505-02-M-1640	

SENDER: COMPLETE THIS SECTION	COMPLETE THIS SECTION ON DELIVERY	
■ Complete Items 1, 2, and 3. Also complete Item 4 if Restricted Delivery is desired. ■ Print your name and address on the reverse so that we can return the card to you. ■ Attach this card to the back of the melliplece, or on the front if space permits. 1. Article Addressed to: Brian Muyn, han Coo President of Bank at 100 North Tryen Street Charlitte, NC 28255	A Signature X	
	3. Service-Type Certified Malf	
2. Article Number 7004 0100 0001 6275 2775 (Menster from service lebel)		

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SENDER: COMPLETE THIS SECTION		COMPLETE THIS SECTION ON DELIVE	5)07
■ Complete Herns 1, 2, and 3, Also complete Item 4 if Restricted Delivery is desired. ■ Print your name and address on the reverse that we can return the card to you. ■ Attach this card to the back of the maliple or on the front it space permits. 1. Article Addressed to: Blank of America Home Loans Sewicing	, LP	D. Is delivery address different from item to if YES, enter delivery address below:	☐ Agent ☐ Addressee . Date of Delivery ? ☐ Yes ☐ No
390 Interlocken Cre Suite 310 Broomfield, Co 80021	scent	3. Service Type C. Certified Meil	t for Marchandise
Article Number 7[(Transfer from service label)	נס אמנ	00 0001 A275 27B2	
PS Form 3811, February 2004 Do	mestic Ren	im Receipt	102595-02-M-1540



Bank of America Mailstop CA6-921-01-03 450 American Street Simi Valley, CA 93065

Sharai Balford 21501 Buttercrest St Southfield, MI 48075

166

August 2, 2010

Loan Number: 122511579

Property Address: 21501 Buttercrest St

Southfield, MI 48075

Dear Sharai Balford:

My name is Sandor J Korossy and I am your dedicated home loan specialist. The property listed above is nearing foreclosure and I want to help you avoid that from happening. I will be calling you soon to discuss our Cooperative Short Sale Program. This may be your last opportunity to prevent foreclosure.

What is a Short Sale?

In a short sale, you list the property for sale at the fair market value and when you sell your property, you pay off the mortgage with the proceeds. You are released from the loan obligation even if you sell your property for less than what you owe on the loan. In addition, after a successful short sale under this program, we will forgive any remaining balance on the above referenced account.

Additional benefits included in a Cooperative Short Sale are:

- You have up to 4 months to sell your property and this may be extended up to 1 year
- You may be eligible to receive a relocation assistance payment of up to \$3000
- We will support you throughout the process to make this as simple and easy as possible

I know this may be a difficult time for you and my goal is to help you make this process as simple as possible, I will follow up with you soon. In the meantime, you can reach me directly at 805.520.5124 Monday through Friday 8 am - 5 pm Pacific. Or, you can email me at sandor korossy@bankofamerica.com. All of your information will be kept confidential.

If you have any questions during this process, please do not hesitate to call me. I am here to help.

Sincerely,

Bankof America Home Loans

Sandor J Korossy High Performance Outreach Specialist BAC Home Loans Servicing, LP



Customer Relationship Advocacy

August 31, 2010

Sharai Balford 21501 Buttercrest Street Southfield, MI 48075

Bank of America account ending: 1579

Dear Ms. Balford:

Thank you for contacting our office with your correspondence dated July 29, 2010, addressed to Bank of America, regarding the above-referenced loan. Your concerns were forwarded to my attention for review and reply. Regrettably, my recent attempts to contact you to discuss the concerns you raised have been unsuccessful.

In order for Bank of America to review your request for payment assistance, we will require the following information:

- Letter of hardship
- Two most recent bank statements
- Two most recent pay stubs
- · Breakdown of monthly expenditures

Please fax the requested information to the attention of the undersigned at 1.866.786.8563 by September 14, 2010. Once the information is received, it will be forwarded to our Home Retention Division for review and consideration. It is important for you to know that assistance is not guaranteed and is depended on several factors; however, Bank of America will review all possible options in an effort to assist you.

Ms. Balford, thank you for this opportunity to be of service. Should you require immediate assistance, please contact our Customer Service Department directly at 1.800.669.6607, Monday through Friday, 8 a.m. to 5 p.m., Pacific.

Sincerely

Thomas Carter Customer Advocate

Customer Relationship Advocacy

Bank of America, CORPORATE CENTER 100 North Tryon Street, Charlotte, NC 28255-0001

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ORecycled Paper

Derrick and Sharai Balford 21501 Buttercrest Southfield, MI 48075

September 9, 2010

Mr. Thomas Carter
Bank of America
Home Loans Servicing, LP
390 Interlocken Crescent, Suite 310
Broomfield, CO 80021

RE: Response to Thomas Carter August 31 Correspondence Account Number# 122511579

Dear Mr. Carter: 1

This letter is being sent to you in response to your correspondence dated August 31, 2010; which stated that you were not able to contact us to discuss our concerns; however, we did not receive any correspondence from you prior to August 31, 2010. The following chart outlines the attempts made by us to contact you:

Date	Time
August 10, 2010	1:00 pm
August 17, 2010	9:00 am
August 20, 2010	8:00 am
September 5, 2010	10:00 am

It is very disturbing that you did not respond to any of our calls. We also went as far as to have each customer service representative write an internal email to you whenever we called. Mr. Carter, not only did you not respond to our calls, we have yet to receive the information that was requested in our documentation sent on July 29, 2010, in our Hardship Letter.

We explicitly asked for the following:

- Trial modification documentation offer letter that defines the program that will be utilized for loan modification
 - Trial modification documentation that provides an explanation as to the calculation that was used to determine the 'trial payment amount' for our mortgage payment.

Response to Thomas Carter document dated August 31, 2010 Account Number 122511579

Page 2

- Guidelines and requirements of Making Home Affordable Program (or program that will be used for the loan modification)
- Summary of where the monies that are collected during the 'trial loan modification'
 would be applied (will property taxes and Home Owner Insurance be inclusive)
- Signature from us acknowledging that we reviewed and accepted the documentation supplied to setup a loan modification

To date, we have not received this information from Bank of America. We have received (3) letters stating that we do not qualify for programs that we did not receive the proper documentation for, in order to proceed and qualify for each program. Please provide us with a detailed list of qualifications and documentation for each program (Making Home Affordable, Michigan's Hardest Hit, Bank of America 'Trial Modification', etc).

As requested, included in this fax, I have provided the following information to Bank of America for the second time:

- Hardship Letter (Originally provided on July 29, 2010)
- Bank Statement (Originally provided on October 1, 2009)
- Pay Stubs (Originally provided on October 1, 2009)
- Breakdown of monthly expenditures (see below)

Please find the following monthly breakdown of expenditures:

- Car Payments \$760.00
- Car Insurance \$360.00
- Utilities \$310.00
- Mortgage Payments \$1949.00

We are writing this letter in an attempt to obtain a favorable loan modification. We have provided all of the requested information. Please comply with our request to ensure these issues will be resolved.

Regards,

Derrick and Sharai Balford

Cc: file

Hardship Letter for Derrick and Sharai Balford Account Number 122511579

Page 3

Cc: President Barack Obama
The White House
1600 Pennsylvania Avenue NW
Washington, DC 20500

Brian Moynihan, CEO President of Bank of America 100 North Tryon Street Charlotte, North Carolina 28255

Derrick and Sharai Balford 21501 Buttercrest Southfield, MI 48075

October 18, 2010

Mr. Thomas Carter
Customer Relationship Advocate
Bank of America
Home Loans Servicing, LP
390 Interlocken Crescent, Suite 310
Broomfield, CO 80021

RE: Response to Thomas Carter Document dated October 5, 2010
Account Number# 122511579

Mr. Carter:

In your correspondence dated October 5, 2010, you directed us to visit www.bankofamerica.com/hasp, to estimate a reduced payment with the payment-to-income calculator through the Making Home Affordable (MHA) program, in response to our request of receiving the following information:

- > Trial modification documentation offer letter that defines the program that will be utilized for loan modification for our individual mortgage payment
 - Trial modification documentation that provides an explanation as to the calculation that was used to determine the 'trial payment amount'
 - o Guidelines and requirements of Making Home Affordable Program (or program that will be used for the loan modification)
- > Summary of where the monies that are collected during the 'loan modification' would be applied, (will property taxes and Home Owner Insurance be inclusive)
- > Signature from us acknowledging that we reviewed and accepted the documentation supplied to setup a loan modification

Please help us understand how the website provided has addressed any of our earlier concerns outlined in correspondences dated July 29, 2010, and September 9, 2010. Your reference to the information on the website provides a general summary of what factors *may* be included in a loan modification with Bank of America. In our research, this information was determined to be non-specific to our exclusive mortgage condition. We have repeatedly requested the specific decisive factors that were used to determine why we were denied a loan modification. Again, please provide us with a detailed list of qualifications and

Response to Thomas Carter document dated October 5, 2010 Account Number 122511579

Page 2

documentation for each program (Making Home Affordable, Michigan's Hardest Hit, Bank of America 'Trial Modification', etc).

It is our understanding that each program has a set criteria and calculation, that will be used to determined a trial modification for each individual mortgage 'case'. We have received three (3) letters to date that state that we do not qualify for programs, that we did not have an opportunity to apply for, due to lack of receiving the proper documentation from you, to begin the process to determine eligibility. Again, please supply the information Bank of America used to ascertain that we did not qualify for each program we supplied the requested documentation for. We have provided the documents requested, including financial information, continually over the past year.

In your documentation dated August 31, 2010, you stated 'It is important for you to know assistance is not guaranteed and is depended on several factors: however, Bank of America will review all possible options in an effort to assist you'. We are not sure we understand Bank of America's position. Based on this statement, it is perceived that Bank of America is unwilling to provide detailed information as to what 'factors' will be used to determine our eligibility for a loan modification. Also, it is perceived our attempts and requests for obtaining a loan modification from Bank of America, will be denied based on the 'disclaimer' that was provided in your last correspondence.

It greatly concerns us that you indicated your research shows a 'trial modification' was mailed to us on October 16, 2009, (which we have not received to date). Your documentation of October 5, 2010, stated that you enclosed the 'alleged' information at that time as well. As indicated in our correspondence on July 29, 2010, be advised that we did not fail to conform to the guidelines of a trial modification, as we have not been presented the opportunity. We did not receive the 'alleged' MHA trial payment offer on October 16 2009, and you failed to enclose a copy of the documentation in your correspondence dated October 5, 2010.

You stated that the 'alleged' trial payment was calculated at \$957.28. Again, we would like to know what decisive factors were involved in the calculation that was used to determine the payment amount. Would this amount include insurance and escrow? What happens at the end of the trial modification?

There was a recent article that appeared this month in one of the major newspapers that outlined how Bank of America was being sued by various home owners based on their 'unwillingness' to provide loan modifications. It conveyed that hundreds of home owners were offered 'trial payments' that were paid during a trial period; however, at the end of the trial period no loan modifications were

Response to Thomas Carter document dated October 5, 2010
Account Number 122511579

Page 3

granted. These home owners, just like us, received letters of denial with no just cause.

The information below was originally faxed on September 10, 2010, and again today. The corresponding 'updated' documentation attached is as follows:

- Letter of Hardship (Originally sent July 29th, 2010)
- Bank Statements (Originally sent October 1, 2009)
- Pay Stubs (Originally provided on October 1, 2009)
- Monthly expenditures
- All correspondences to date

In addition, a certified copy will be sent in the mail.

Regards,

Derrick and Sharai Balford

Cc: President Barack Obama
The White House
1600 Pennsylvania Avenue NW
Washington, DC 20500

Brian Moynihan, CEO President of Bank of America 100 North Tryon Street Charlotte, North Carolina 28255

file



November 15, 2010

Sharai Balford 21501 Buttercrest Street Southfield, MI 48075

Bank of America account ending: 1579

Dear Ms. Baiford:

Thank you for contacting Bank of America with your fax dated October 19, 2010, regarding the above-referenced loan. Your concerns were forwarded to my attention for review and response. Regrettably, my recent attempt to contact you to discuss your concerns was unsuccessful.

The concerns addressed in your letter require further detailed analysis. We will respond to your inquiry after we have completed our investigation.

Ms. Balford, thank you for this opportunity to be of service. In the event you require further assistance, please contact our Customer Service Department at 1.800.669.6607.

Sincerely,

Michelle Maxie

Customer Advocate

Customer Relationship Advocacy

Customer Relationship Advocacy, CA6-919-02-39 450 American St., Simi Valley, CA 93065

😝 Equal Housing Lender.

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Bank of America Home Loans

December 9, 2010 Sharai Balford Page Two

In order for Bank of America's Home Retention Division to review your loan for possible payment assistance, the following items are required:

- Evidence of income (2 most recent pay stubs)
- Bank statements (2 most recent)
- · Last year's tax returns
- Monthly expenditure information

Please forward the required information to the attention of the undersigned at the mailing address below or by way of fax at 1.866.786.8563. You may also contact our Home Retention Division directly at 1.800.669.6650. Once received, this information will be forwarded to our Home Retention Division for review and consideration. It is important for you to know that assistance is not guaranteed and is dependent on several factors; however, Bank of America will look at every option in an effort to assist you.

In our previous letter dated October 5, 2010, we provided you the Bank of America modification website www.bankofamerica.com/hasp to review the different types of modifications we participate in and a list of the qualifications. A list of the different modifications that we participate in is provided at the bottom of the homepage. You may also visit the MHA website www.makinghomeaffordable.gov to review the qualifications of these particular program.

Lastly, Bank of America is actively working with the Obama Administration on the Hardest Hit Fund that was announced by the Administration and Treasury earlier this year. At this time, there is more information required before this program can be implemented in your state. You may review information regarding Michigan's hardest hit at their website www.michigan.gov/hardesthit.

Ms. Balford, thank you for this opportunity to be of service. As always for questions about your loan, you may contact our Customer Service department at 1,800.669.6607.

Sincerely,

Michelle Maxie

Customer Advocate -

Customer Relationship Advocacy

Enclosures

Customer Advocacy Relationship, CA6-919-02-39 400 National Way, Simi Valley, CA, 93065



FTC v. Countrywide Home Loans, Inc. Claims Administration Center P.O. Box 808054 Petaluma, CA 94975-8054 1-888-230-3196

FTC v. Countrywide Home Loans, Inc.

Dear Consumer.

Filing Oakland County Clerk 2012 AUG 20 AM 09:28

The Federal Trade Commission ("FTC"), the nation's consumer protection agency, reached an agreement with Countrywide to settle charges that the company engaged in unlawful practices in servicing consumers' home mortgage loans.

The FTC settlement includes a redress fund to compensate eligible consumers whose mortgage loans were serviced by Countrywide between January 2005 and June 2008. Countrywide also agreed to stop the illegal servicing practices and make major changes to its practices.

You are receiving this check because Countrywide serviced your mortgage loan during the relevant time period and, according to the FTC either the company charged you excessive fees, or you were in Chapter, 13 bankruptcy and unlawful practices occurred in the servicing of your loan. The enclosed check is your share of the money the FTC was able to collect.

Please cash the enclosed check no later than September 19, 2011. After that, your check could be unce and you could be charged a bank fee. Please note that the FTC never requires the payment of money up-front, or requests additional information, before consumers cash refund checks issued to them.

Please call us toll-free at 1-888-230-3196 if you have any questions.

To learn more about this case, visit: http://www.ftc.gov/countrywide.

Sincercly,

Claims Administration Center

NOTE: SEE REVERSE FOR SECURITY FEATURES

FTC v. Countrywide Home Loans, inc. Settlement Fund n/o Gilardi & Co. LLC P.O. Box 719088 5an Diego, CA 92171-9088

Bank of the West

00.78/1211

Check No.

1307376

709368

PAY

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Received

***********Fourteen Dollars and 50/100****

Date: July 21, 2011

Pay Amount: \$14.50

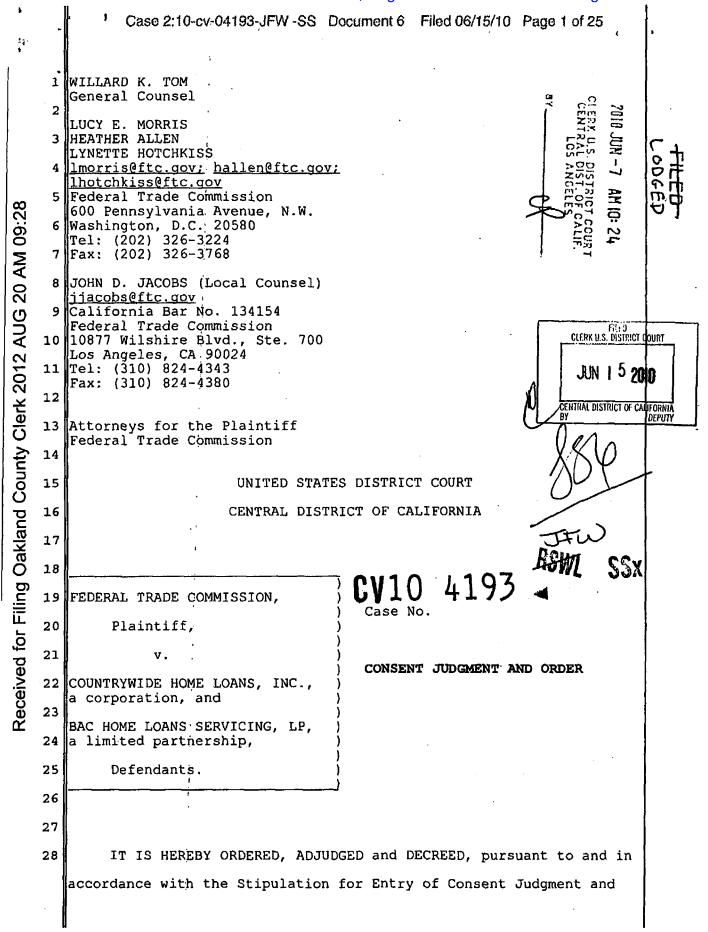
CLAIM #: FTCCHL-2042507-4

TO THE ORDER OF

SHARAI BALFORD 21501 BUTTERCREST ST SOUTHFIELD, MI 48075-2988

VOID AFTER September 19, 2011

#0001307376# #121100782# 0145288446



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Case 2:10-cv-04193-JFW -SS Document 6 Filed 06/15/10 Page 2 of 25

1 Order entered into by and between plaintiff the Federal Trade 2 Commission ("FTC" or "Commission") and defendants Countrywide Home 3 Loans, Inc. and BAC Home Loans Servicing LP (plaintiff and defendants are collectively referred to as "the parties"), as 5 follows:

<u>Findings</u>

- This Court has jurisdiction over Defendants and the 1. subject matter of this action. Venue in the Central District of California is proper.
- 2. The Complaint states a claim upon which relief may be 11 granted against Defendants under Sections 5(a) and 13(b) of the FTC 12 Act, 15 U.S.C. \$\$ 45(a) and 53(b).
- The activities of Defendants are in or affecting commerce, З. 14 as "commerce" is defined in Section 4 of the FTC Act, 15 U.S.C. 15 \$ 44.
- Defendants have not admitted any of the allegations of 17 wrongdoing set forth in the Complaint, and entry of this Order is 18 not an admission of any such allegations of wrongdoing or violation Nonetheless, Defendants stipulate and agree to entry of 20 this Order in order to settle and resolve these disputes. 21 Complaint does not allege any wrongdoing by Bank of America, N.A.
 - Plaintiff and Defendants waive all rights to seek judicial 5. review or otherwise contest the validity of this Order, and Defendants waive any right that may arise under the Equal Access to Justice Act, 28 U.S.C. § 2412.
 - Entry of this Order is in the public interest. 6.
- 7. The parties, by and through their counsel, have agreed 28∥that entry of this Order resolves all matters in dispute between

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Case 2:10-cv-04193-JFW -SS Document 6 Filed 06/15/10 Page 3 of 25

lithem arising from the facts and circumstances alleged in the 2 Complaint in this action, up to the date of entry of this Order.

<u>Definitions</u>

For purposes of this Order, the following definitions shall apply:

- "Affiliate" shall mean an organization that owns or controls, is owned or controlled by, or is under common ownership or control with, another organization;
- 2. "BAC Home Loans Servicing" shall mean BAC Home Loans Servicing, LP, formerly doing business as Countrywide Home Loans Servicing, LP, and its successors and assigns, by whatever names 12 they might be known, but not including any Bank;
- "Bank" shall mean a bank that is exempt from the FTC's 14 | jurisdiction pursuant to Section 5(a)(2) of the FTC Act, 15 U.S.C. 15 | S 45(a)(2), including Bank of America, N.A. "Bank" shall not 16 include any Person or entity controlled directly or indirectly by a 17 bank and that is not itself a bank, such as an operating subsidiary 18 or Affiliate of a bank that is not itself a bank;
- "Chapter 13 Bankruptcy" shall mean any bankruptcy case 20 filed under Chapter 13 of Title 11 of the United States Code, 11 21 U.S.C. §§ 1301-1330;
- 5. "Clear and Prominent" or "Clearly and Prominently" shall 23 mean that information is displayed in a manner that is readily 24 noticeable, readable, and understandable;
- 6. "Competent and Reliable Evidence" shall mean tests, 26 analyses, research, studies, or other evidence, including a data 27 integrity program that complies with Section XI of this Order, based 28 on the expertise of professionals in the relevant area, that has

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Case 2:10-cy-04193-JFW -SS Document 6 Filed 06/15/10 Page 4 of 25
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1 been conducted and evaluated in an objective manner by Persons 2 qualified to do so, using procedures generally accepted in the 3 profession to yield accurate and reliable results;

- "Countrywide Home Loans" shall mean Countrywide Home 7. 5 Loans, Inc. and its successors and assigns, by whatever names they might be known, but not including any Bank;
- "Default-Related Service" shall mean any service ordered 8. 8 as a result of a consumer's payment default on a Loan, for the 9 purpose of protecting the note holder's interest in the property and 10 rights under the security instrument, for which the Loan account is 11 charged a Fee (e.g., services of a type currently or in the future 12 provided by BAC Field Services Corporation, Landsafe Default, Inc., 13 and the trustee-services business of ReconTrust Company, N.A., such 14 as property inspections, property preservation, broker's price 15 opinions, title searches and reports, and foreclosure trustee 16 |services);
- "Defendants" shall mean BAC Home Loans Servicing and 18 Countrywide Home Loans, individually, collectively, or in any 19 combination;
- "Escrow Deficiency" shall have the meaning set forth in 24 10. 21 C.F.R. § 3500.17;
 - "Escrow Shortage" shall have the meaning set forth in 24 11. C.F.R. § 3500.17;
- "FTC Act" shall mean the Federal Trade Commission Act, 15 24 25 U.S.C. §§ 41-58;
- "Fees" shall mean all fees and charges, including but not 26 27 | limited to fees for late payments, property inspections, property 28 preservation, broker's price opinions, appraisals, legal services,

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1 court costs, reinstatement, modification, and any other fees or charges that a consumer is or was assessed by Defendants in 3 connection with the Servicing of any Loan;

- 14. "Loan" shall mean a residential mortgage loan, i.e., a loan secured by a lien on real property taken as security for the repayment of the loan;
- 15. "Loan Instruments" shall mean the security instrument and 8 promissory note signed by the consumer to consummate his or her Loan;
- 16. "Monthly Payment" shall mean a monthly or other periodic 11 payment a consumer must make under the Loan Instruments to repay the 12 Loan principal, pay interest on the principal, and, if necessary, fund escrow accounts for insurance and/or real estate taxes;
- "Person" shall mean any individual, group, unincorporated 15 association, limited or general partnership, corporation, trust, or 16 other business entity; and
- "Servicing" shall mean receiving any payments from (or 18 for) a consumer pursuant to the terms of any Loan, including amounts 19 for escrow accounts, and applying the payments of principal and 20 interest and such other payments with respect to the amounts. 21 received from (or for) the consumer as may be required pursuant to 22 the terms of the Loan. "Servicing" shall also include any related Loan servicing activity such as the administration of Loan accounts, 24 sending periodic billing statements to a consumer, maintaining 25 records of the status of the consumer's Loan accounts, providing 26∥information to and resolving disputes with the consumers regarding 27 Loan accounts, the collection of Loan payments, the foreclosure of 28 real property, the use of consumer reports and the furnishing of

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Case 2:10-cv-04193-JFW -SS Document 6 Filed 06/15/10 Page 6 of 25

information to consumer reporting agencies, and the collection or 2 imposition of Fees in relation to any of the foregoing.

INJUNCTIVE RELIEF

Prohibited Business Practices

I.

IT IS THEREFORE ORDERED that Defendants, their officers, employees, agents, representatives, and all other Persons or entities in active concert or participation with them who receive actual notice of this Order by personal service or otherwise, 10 directly or through any corporation, subsidiary, division, or other 11 device, are hereby permanently restrained and enjoined, in connection with the Servicing of any Loan in default or Chapter 13 Bankruptcy, from:

- Misrepresenting, expressly or by implication, the status Α. of the Loan or amounts owed on the Loan, including but not limited to the amount of any Monthly Payment, Fee claimed or assessed, Escrow Shortage, or Escrow Deficiency;
- Misrepresenting, expressly or by implication, that any В. payment or Fee is allowed under the Loan Instruments or permitted by law;
- Misrepresenting, expressly or by implication, the amount, C. nature, or terms of any Fee or other condition or requirement of any Loan; and
- Making any representation, expressly or by implication, D. about the status of the Loan, amounts owed on the Loan (including but not limited to the amount of any Monthly Payment, Fee claimed or assessed, Escrow Shortage, or Escrow Deficiency), the date that any payment or Fee is

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Case 2:10-cv-04193-JFW -SS Document 6 Filed 06/15/10 Page 7 of 25

due, or any other information regarding the terms or conditions of a Loan, unless, at the time of making such representation, such Persons possess and rely on Competent and Reliable Evidence that substantiates that the representation is true.

II.

IT IS FURTHER ORDERED that Defendants, their officers, employees, agents, representatives, and all other Persons or entities in active concert or participation with them who receive actual notice of this Order by personal service or otherwise, directly or through any corporation, subsidiary, division, or other device, are hereby permanently restrained and enjoined, in connection with the Servicing of any Loan, from assessing and/or collecting any Fee for a service unless it is for services actually 15 rendered and is (a) authorized and Clearly and Prominently disclosed 16 by the Loan Instruments, and not prohibited by law; (b) expressly 17 permitted by law and not prohibited by the Loan Instruments; or (c) a reasonable Fee for a specific service requested by a consumer 19 that is assessed and/or collected only after Clear and Prominent 20 disclosure of the Fee is provided to the consumer and explicit 21 consent is obtained from the consumer to pay the Fee in exchange for 22 the service, and such Fee is not otherwise prohibited by law or the Loan Instruments.

III.

IT IS FURTHER ORDERED that Defendants, their officers, 26 employees, agents, representatives, and all other Persons or entities in active concert or participation with them who receive 28 actual notice of this Order by personal service or otherwise,

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directly or through any corporation, subsidiary, division, or other device, are hereby permanently restrained and enjoined, in connection with the Servicing of any Loan, from assessing and/or collecting any Fee for a Default-Related Service unless it is a reasonable Fee charged by a third-party service provider, including an Affiliate of Defendants, for a Default-Related Service that is actually performed.

IV.

IT IS FURTHER ORDERED that Defendants, their officers, employees, agents, representatives, and all other Persons or entities in active concert or participation with them who receive actual notice of this Order by personal service or otherwise, directly or through any corporation, subsidiary, division, or other device, are hereby permanently restrained and enjoined, in connection with the Servicing of any Loan, from assessing and/or collecting any Fee for a Default-Related Service performed by an Affiliate of any Defendant, unless the Fee complies with Sections II and III of this Order and the amount of the Fee does not exceed the lesser of (1) any Fee limitation or allowable amount for the service 20 under applicable state law, (2) any published, pre-established Fee 21 limitation or allowable amount for the service under the guidelines 22 for the applicable government-sponsored enterprise investing in the 23 Loan or the government agency insuring the Loan (for all other 24 Loans, Federal National Mortgage Association ("Fannie Mae") 25 \parallel guidelines shall apply), and (3) the market rate for the service. 26 To determine the market rate, Defendants shall obtain annual market 27 reviews of their Affiliates' pricing for Default-Related Services; 28 such market reviews shall be performed by a qualified, objective,

Case 2:10-cy-04193-JFW -SS Document 6 Filed 06/15/10 Page 9 of 25

independent third-party professional, using procedures and standards generally accepted in the industry to yield accurate and reliable results.

V.

IT IS FURTHER ORDERED that, within one-hundred fifty (150) days from the date of entry of this Order, Defendants, their officers, employees, agents, representatives, and all other Persons or entities in active concert or participation with them who receive actual notice of this Order by personal service or otherwise, directly or through any corporation, subsidiary, division, or other device, are hereby permanently restrained and enjoined, in connection with the Servicing of any Loan, from failing to disclose Clearly and Prominently the following information:

- A. At Loan origination or upon acquiring the Servicing rights to the consumer's Loan, Defendants shall disclose any use of Affiliates for Default-Related Services and if Fees are assessed for those services;
- B. If the consumer's Loan goes into default and prior to assessing any Fees for Default-Related Services,

 Defendants' notice of default shall disclose (1) any use of Affiliates for Default-Related Services; (2) if Fees are assessed for those services; and (3) a link to a schedule of Fees for those services ("Fee Schedule") on Defendants' website(s). This Fee Schedule shall include a description of the Fees that may be charged, the amount or, where applicable, the range of each Fee, and, if the Fee will or may be paid to an Affiliate, a disclosure of

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Case 2:10-cv-04193-JFW -SS Document 6 Filed 06/15/10 Page 10 of 25

that fact and the names of the affiliated service providers; and

The Fee Schedule shall be posted and available on the C. Defendants' website(s) and a copy of the Fee Schedule shall be mailed or delivered to the consumer upon request, at no cost to the consumer.

VI.

IT IS FURTHER ORDERED that, for eight (8) years after the date of entry of this Order, Defendants, their officers, employees, 10 agents, representatives, and all other Persons or entities in active concert or participation with them who receive actual notice of this 12 Order by personal service or otherwise, directly or through any 13 corporation, subsidiary, division, or other device, are hereby 14 permanently restrained and enjoined, in connection with the Servicing of any Loan, from (1) initiating a foreclosure action, or 16 assessing Fees in connection with an actual or threatened 17 foreclosure action, until the Defendants have reviewed Competent and 18 Reliable Evidence that substantiates that the consumer is in default 19 under the terms of the Loan Instruments; and (2) consummating a 20 | foreclosure sale until Defendants have investigated any 21 non-frivolous disputes by the consumer and informed the consumer of 22 the results of the investigation.

Bankruptcy Servicing Requirements

VII.

IT IS FURTHER ORDERED that, within thirty (30) days of the date of entry of this Order, Defendants, their officers, employees, agents, representatives, and all other Persons or entities in active concert or participation with them who receive actual notice of this

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Order by personal service or otherwise, directly or through any corporation, subsidiary, division, or other device, are hereby permanently restrained and enjoined, in connection with the filing of any proof of claim in a Chapter 13 Bankruptcy case for a Loan serviced by any Defendant, from failing to file with the proof of claim (1) a copy of the Loan Instruments or, if a Loan Instrument 7 has been lost or destroyed, a sworn statement of the circumstances of the loss or destruction; and (2) a detailed itemization of all amounts claimed. Provided, however, that nothing in this Section shall require Defendants to do anything prohibited by the United States Bankruptcy Code, the Federal Rules of Bankruptcy Procedure, or any local rule or court order in a Chapter 13 Bankruptcy.

VIII

IT IS FURTHER ORDERED that, within two-hundred seventy (270) days of the date of entry of this Order (or as otherwise agreed to by Commission counsel), Defendants, their officers, employees, agents, representatives, and all other Persons or entities in active concert or participation with them who receive actual notice of this Order by personal service or otherwise, directly or through any corporation, subsidiary, division, or other device, are hereby 21 permanently restrained and enjoined, in connection with the Servicing of any Loan for a consumer in Chapter 13 Bankruptcy, from failing to provide the consumer and the Chapter 13 trustee with an informational notice on a monthly basis, in writing and at no cost to the consumer or the trustee, that contains the following information in a Clear and Prominent manner:

- the unpaid principal balance; A.
- В. the post-petition Monthly Payment amount;

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- if there are changes in the post-petition Monthly Payment С. amount, the reason for and amount of the change;
- a complete itemization of each and every Fee assessed D. during the prior month, including the amount of each Fee, a description of each Fee, and the date that each Fee was assessed;
- a complete itemization of all payments received during the Ε. prior month, a total of any amounts held in suspense or otherwise not applied to the Loan account, and an itemization and description of any Fee amounts that remain outstanding on the Loan account; and
- the toll-free telephone number and address for the F. consumer and the trustee to use to contact the Defendants with Loan account questions.

15 Provided, however, that nothing in this Section shall require 16 Defendants to do anything prohibited by the United States Bankruptcy 17 Code, the Federal Rules of Bankruptcy Procedure, or any local rule 18 or court order in a Chapter 13 Bankruptcy.

IX.

IT IS FURTHER ORDERED that Defendants, their officers, employees, agents, representatives, and all other Persons or entities in active concert or participation with them who receive 22 actual notice of this Order by personal service or otherwise, 23 directly or through any corporation, subsidiary, division, or other 25 device, are hereby permanently restrained and enjoined, in 26 connection with the Servicing of any Loan for a consumer in Chapter 27 13 Bankruptcy, from failing to provide the consumer and the Chapter 28 13 trustee with an informational notice on an annual basis, in

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1 writing and at no cost to the consumer or the trustee, that 2 discloses, Clearly and Prominently, the amount and nature of any 3 Maccrued Escrow Shortage and/or Escrow Deficiency. Such notice shall 4 | be in a form consistent with the requirements of 24 C.F.R. § 3500.17 5 and may be provided along with the monthly informational notice 6 required under Section VIII of this Order. Provided, however, that 7 nothing in this Section shall require Defendants to do anything 8 prohibited by the United States Bankruptcy Code, the Federal Rules 9 of Bankruptcy Procedure, or any local rule or court order in a 10 Chapter 13 Bankruptcy.

X.

IT IS FURTHER ORDERED that Defendants, their officers, employees, agents, representatives, and all other Persons or 14 entities in active concert or participation with them who receive actual notice of this Order by personal service or otherwise, 16 directly or through any corporation, subsidiary, division, or other 17 device, are hereby permanently restrained and enjoined, in 18 |connection with the Servicing of any Loan that incurred any Fee, 19 Escrow Shortage, and/or Escrow Deficiency during a Chapter 13 20 Bankruptcy, from collecting any such Fee, Escrow Shortage, and/or 21 Escrow Deficiency after Defendants obtain relief from the bankruptcy 22 stay or, if relief from stay is not sought or granted, after the 23 debtor is discharged or the bankruptcy case is dismissed, unless 24 Defendants (1) obtained specific court approval for the charges 25 during the Chapter 13 Bankruptcy case, or (2) provided to the consumer the notices required under Sections VIII and IX of this Order.

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Data Integrity Requirements

XI.

IT IS FURTHER ORDERED that Defendants, in connection with the 3 4 Servicing of any Loan in Chapter 13 Bankruptcy, shall, no later than 5 ninety (90) days after the date of entry of this Order, establish 6 and implement, and thereafter maintain, a comprehensive data 7 ∥integrity program that is reasonably designed to ensure the accuracy and completeness of data and other information regarding such Loans prior to and while Servicing them ("data integrity program"). Such data integrity program, the content and implementation of which must 11 be fully documented in writing, shall be appropriate to the nature, size, complexity, and scope of Defendants' activities, and shall include:

- the designation of an employee or employees to be Α. accountable for the data integrity program;
- в. the regular testing or monitoring of the effectiveness of the data integrity program; and
- C. the evaluation and adjustment of the data integrity program in light of the results of the testing and monitoring required by Subsection B, any material changes to Defendants' operations or business arrangements, or any other circumstances that Defendants know or have reason to know may have a material impact on the effectiveness of the data integrity program.

XII.

IT IS FURTHER ORDERED that Defendants obtain an assessment and 27 report (an "Assessment") from a qualified, objective, independent third-party professional, using procedures and standards generally

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1 accepted in the profession, within two hundred seventy (270) days 2 after the date of entry of the Order, and biennially thereafter for eight (8) years after entry of the Order, that:

- sets forth the specific data integrity program that Α. Defendants have implemented and maintained during the reporting period;
- В. explains how such data integrity program is appropriate to Defendants' size and complexity, and the nature and scope of Defendants' activities; and
- C. explains how the data integrity program meets or exceeds the protections required by Section XI of this Order.

12 Defendants shall provide a copy of the first Assessment to the Commission within ten (10) days after the Assessment is delivered to Defendants shall provide a copy of all: plans, reports, 14 Defendants. 15 studies, reviews, audits, audit trails, policies, training 16 materials, and assessments, whether prepared by or on behalf of 17 Defendants, relied upon to prepare such Assessment, to the 18 Commission within thirty (30) days of request. All subsequent 19 biennial Assessments shall be retained by Defendants and a copy 20 provided to the Commission within thirty (30) days of request.

Monetary Relief

XIII.

IT IS FURTHER ORDERED that:

Defendants, without admitting any violation of law, shall Α. pay the amount of one hundred eight million dollars (\$108,000,000.00) to remedy the violations of law alleged by the FTC. On or before five (5) business days after the date of entry of this Order, Defendants shall wire

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transfer the sum of one hundred eight million dollars (\$108,000,000.00) to the Commission or such agent as the Commission may direct, pursuant to instructions provided by the Commission. All funds paid pursuant to this Order shall be deposited into a fund administered by the Commission or its agent to be used for equitable relief for consumers whose Loans were serviced by Defendants prior to their acquisition by Bank of America, including but not limited to consumer redress and any attendant expenses for the administration of the redress program. In the event that direct redress to consumers is wholly or partially impracticable or funds remain after redress is completed, the Commission may apply any remaining funds for such other equitable relief (including consumer information remedies) as it determines to be reasonably related to the Defendants' practices alleged in the Complaint. Any funds not used for such equitable relief shall be deposited as equitable disgorgement into the United States Treasury. Defendants shall have no right to challenge the FTC's choice of remedies under this Section. In the event that Defendants default on any obligation to make any payment set forth in this Order, which default continues for ten (10) days beyond the due date of the payment, the entire unpaid amount together with interest, computed pursuant to 28 U.S.C. § 1961(a) from the date of default to the date of payment, shall immediately become due and payable. Notwithstanding any other provision of this Order, Defendants agree that if they fail to meet any

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payment obligations set forth in this Order, Defendants shall pay the costs and attorneys' fees incurred by the Commission or its agents in any attempts to collect amounts due pursuant to this Order.

- C. Defendants relinquish all dominion, control, and title to the funds paid to the fullest extent permitted by law. Defendants shall make no claim to or demand for return of the funds, directly or indirectly, through counsel or otherwise.
- D. Defendants agree that the facts as alleged in the Complaint filed in this action shall be taken as true without further proof in any bankruptcy case of either of the Defendants or subsequent civil litigation pursued by the Commission to enforce its rights to any payment or money judgment pursuant to this Order. For the purpose of any subsequent proceeding to enforce payments required by this Section of this Order, including any action filed in a bankruptcy case of either of the Defendants, the Defendants waive any right to contest the allegations in the Commission's Complaint.

Data

XIV.

IT IS FURTHER ORDERED that, subject to the FTC's certification of compliance with the Right to Financial Privacy Act, to facilitate redress under Section XIII above, the Defendants shall provide the Commission and/or its designated agent, within thirty (30) calendar days after receiving a written request by the Commission or its designated agent, with all information reasonably required to

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1 administer redress. Defendants shall provide a complete
2 electronically stored data set in a compatible format (as reasonably
3 determined by the FTC and/or its agent).

Compliance Monitoring

XV.

IT IS FURTHER ORDERED that, for the purpose of monitoring and investigating compliance with any provision of this Order,

- A. Within thirty (30) days of receipt of written notice from a representative of the Commission, Defendants each shall submit additional written reports, which are true and accurate and sworn to under penalty of perjury; produce documents for inspection and copying; appear for deposition; and provide entry during normal business hours to any business location in each Defendant's possession or direct or indirect control to inspect the business operation;
- B. In addition, the Commission is authorized to use all other lawful means, including but not limited to:
 - obtaining discovery from any Person, without further leave of court, using the procedures prescribed by Fed. R. Civ. P. 30, 31, 33, 34, 36, 45 and 69; and
 - 2. having its representatives pose as consumers and suppliers to Defendants, their employees, or any other entity managed or controlled in whole or in part by any Defendant, without the necessity of identification or prior notice;
- C. Defendants each shall permit representatives of the Commission to interview any employer, consultant,

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independent contractor, representative, agent, or employee who has agreed to such an interview, relating in any way to any conduct subject to this Order. The Person interviewed may have counsel present.

Provided however, that nothing in this Order shall limit the Commission's lawful use of compulsory process, pursuant to Sections 9 and 20 of the FTC Act, 15 U.S.C. §§ 49, 57b-1, to obtain any documentary material, tangible things, testimony, or information relevant to unfair or deceptive acts or practices in or affecting commerce (within the meaning of 15 U.S.C. § 45(a)(1)).

Compliance Reporting

XVI.

IT IS FURTHER ORDERED that, in order that compliance with the provisions of this Order may be monitored:

A. For a period of five (5) years from the date of entry of this Order, Defendants shall notify the Commission of any changes in structure of any Defendant or any business entity that any Defendant directly or indirectly controls, or has an ownership interest in, that may affect compliance obligations arising under this Order, including but not limited to: incorporation or other organization; a dissolution, assignment, sale, merger, or other action; the creation or dissolution of a subsidiary, parent, or Affiliate that engages in any acts or practices subject to this Order, or a change in the business name or address, at least thirty (30) days prior to such change, provided that, with respect to any such change in the business entity about which a Defendant learns less than thirty

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- (30) days prior to the date such action is to take place, such Defendant shall notify the Commission as soon as practicable after obtaining such knowledge.
- В. One hundred eighty (180) days after the date of entry of this Order and annually thereafter for a period of three (3) years, Defendants each shall provide a written report to the FTC, which is true and accurate and sworn to under penalty of perjury, setting forth in detail the manner and form in which they have complied and are complying with this Order. This report shall include, but not be limited to:
 - A copy of each acknowledgment of receipt of this 1. Order, obtained pursuant to the Section titled "Distribution of Order;"
 - Any changes required to be reported under Subsection 2. A of this Section.
- Each Defendant shall notify the Commission of the filing Ç. of a bankruptcy petition by such Defendant within fifteen (15) days of filing.
- D. For the purposes of this Order, Defendants shall, unless otherwise directed by the Commission's authorized representatives, send by overnight courier all reports and notifications required by this Order to the Commission, to the following address:

Associate Director for Enforcement Bureau of Consumer Protection Federal Trade Commission 600 Pennsylvania Avenue, N.W. Washington, D.C. 20580 RE: FTC v. Countrywide Home Loans, Inc., et al.

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Provided that, in lieu of overnight courier, Defendants may send such reports or notifications by first-class mail, but only if Defendants contemporaneously send an electronic version of such report or notification to the Commission at: DEBrief@ftc.gov.

For purposes of the compliance reporting and monitoring Ε. required by this Order, the Commission is authorized to communicate directly with each Defendant.

Recordkeeping

XVII.

IT IS FURTHER ORDERED that, for a period of eight (8) years from the date of entry of this Order, Defendants are hereby restrained and enjoined, in connection with the Servicing of any 14 Loan, from failing to create and retain, for a period of three (3) years after the date of preparation of the record, the following records:

- Accounting records that reflect the cost of Loans acquired Α. and/or sold; revenues generated from Servicing Fees and/or Fees paid by and/or imposed on consumers; and the disbursement of such revenues;
- Personnel records accurately reflecting: the name, В. address, and telephone number of each Person employed in any capacity by such business, including as an independent contractor; that Person's job title or position; the date upon which the Person commenced work; and the date and reason for the Person's termination, if applicable;

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- C. Consumer files containing the names, addresses, phone numbers, dollar amounts paid, and description of Fees or other charges imposed;
- D. Written complaints or disputes and Qualified Written
 Requests, as defined in 12 U.S.C. § 2605(e)(1)(B), from
 consumers (whether received directly, indirectly or
 through any third party) and responses to those
 complaints, disputes, or requests;
- E. Copies of all training materials and policy manuals; and
- F. All records and documents necessary to demonstrate full compliance with each provision of this Order, including but not limited to, copies of acknowledgments of receipt of this Order required by the Sections titled "Distribution of Order" and "Acknowledgment of Receipt of Order" and all reports submitted to the FTC pursuant to the Section titled "Compliance Reporting."

Distribution of Order XVIII.

IT IS FURTHER ORDERED that, for a period of five (5) years from the date of entry of this Order, Defendants shall deliver copies of the Order as directed below:

A. Each Defendant shall deliver a copy of this Order to (1) all of its principals, officers, directors, and managers; (2) all of its employees, agents, and representatives who engage in conduct related to the subject matter of this Order; and (3) any business entity resulting from any change in structure set forth in Subsection A of the Section titled "Compliance Reporting." For current

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personnel, delivery should be within thirty (30) days of service of this Order upon such Defendant. For new personnel, delivery shall occur prior to them assuming their responsibilities. For any business entity resulting from any change in structure set forth in Subsection A of the Section titled "Compliance Reporting," delivery shall be at least ten (10) days prior to the change in structure.

В. Defendants must secure a signed and dated statement acknowledging receipt of the Order, within thirty (30) days of delivery, from all Persons receiving a copy of the Order pursuant to this Section.

Acknowledgment of Receipt of Order

XIX.

IT IS FURTHER ORDERED that each Defendant, within five (5) 16 business days of receipt of this Order as entered by the Court, must submit to the Commission a truthful sworn statement acknowledging receipt of this Order.

Retention of Jurisdiction

XX.

IT IS FURTHER ORDERED that this Court shall retain jurisdiction 22 of this matter for purposes of construction, modification, and enforcement of this Order.

IT IS SO ORDERED.

UNITED STATES DISTRICT JUDGE

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Case 2:10-cv-04193-JFW -SS Document 6 Filed 06/15/10 Page 24 of 25
       APPROVED AS TO FORM AND CONTENT:
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                                  FEDERAL TRADE COMMISSION
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Received for Filing Oakland County Clerk 2012 AUG 20 AM 09:28
       WILLARD K. TOM
        General Counsel
     7
       LUCY E. MORRIS
       HEATHER ALLEN
    10 LYNETTE HOTCHKISS
       lmorris@ftc.gov: hallen@ftc.gov: lhotchkiss@ftc.gov
   11 Federal Trade Commission
       600 Pennsylvania Avenue
   12 Washington, D.C. 20580
Tel: (202) 326-3224
13 Fax: (202) 326-3768
   14 John D. Jacobs (Local Counsel)
       jjadobs@ftc.gov
   15 California Bar No. 134154
       Federal Trade Commission
   16 10877 Wilshire Blvd., Ste. 700
       Los Angeles, CA 90024
   17 Tel: (310) 824-4343
       Fax: (310) 824-4380
   18
       Attorneys for Plaintiff
      Federal Trade Commission
   19
   20
       DATED: June 7 , 2010
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DEFENDANTS 2 FOR DEFENDANTS COUNTRYWIDE HOME LOANS, INC. AND BAC HOME LOANS SERVICING LP 4 5 6 Timothy S. Huval Senior Vice President Home Loans Servicing Executive 8 10 11 12 PETER TODARO, ESQ. BRANDT LEIBE, ESQ. 14 King & Spalding LLP 1700 Pennsylvania Avenue, NW, Suite 200 15 Washington, DC 20006-4706 Tel: (202) 626-2626 16 Fax: (202) 626-3737 jspigel@kslaw.com 17 Attorney for Defendants

DATED: MAY 14 , 201

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TREATMENT OF THE CONTROL OF THE CONT

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8742 Lucent Blvd. Suite 300 Highlands Rench, CO, 80129 1-800-315-4SLS (4757)

Account Number 1005503008 1st Mongage Property Address 21501 Buttercrest Southfield MI 48075

Statement Dare 12/22/11

Ke 1/3/217

+ Q248249 000018854 072L22 073644 P3 P7 SHARAI BALFORD 21501 BUTTERCREST ST **SOUTHFIELD MI 48075-3986**

WELCOME TO SPECIALIZED LOAN SERVICING, LLC

Your Home Loan

Servicing, LLC. Effective 12/16/2011 the servicing of your loan has been transferred from Bank Of America to us. Specialized Loan Servicing is pleased to be the new servicer of your Home loan. We also wish to assure you that the terms and conditions of this transfer will not affect any original loan documents other than the terms directly related to the servicing of your loan.

As your Home loan provider, Specialized Loan Servicing is committed to courteous and responsive service, accurate and timely handling of your payments, and simple, direct answers to your questions. For prompt response in all communications with us, please remember to reference your account number 1005503008.

Payment Procedures

Beginning 12/16/2011, all future payments should be mailed to Specialized Loss Servicing. Your previous servicer will not accept payments from you beginning on the date listed above. Attached is your first payment coupon. Beginning next month you will receive a monthly billing statement.

If your monthly payment includes additional funds for the payment of taxes and insurance, please refer to the General Tax and Insurance sections on page 2 of this statement.

HOW TO CONTACT SLS

For up-to-the minute information about your account, use our 24hour automated information system. To ask about this statement or general up-to-the-minute account information, please call 1-800-315-4SLS (4757), Monday - Friday 62.m. - 6p.m. MST. TDD: 1-800-268-9419, Monday - Friday 8:00 a.m. to 5:00 p.m. MST. Se Habla espanol - 1-800-315-4SLS (4757).

Or write to us at:

General Customer Service Inquiries:

P.O. Box 636005 Littleton, CO 80163-6005

Tax Department:

P.O. Box 961059 Ft. Worth, TX 76161-0059 Phone: 1-866-801-1373 Fax: 1-817-826-0460

Insurance Department:

P.O. Box 620188 Doraville, GA 30362 Phone: 1-800-441-4145 Fax: 1-678-475-8763

Payments:

Attn: Remittance Processing P.O. Box 105219 Atlanta, GA 30348-5219

8742 Lucent Blvd., Suite 300 Highlands Ranch, CO 80129

Our Website - www.sls.net How to reach your previous servicer: Bank Of America P.O. Box 5170 Simi Valley CA 93062 800-669-6607

Overnight Deliveries:

(If not a toll free number, you may call collect.)



Account Number 1005503008 1st Mortgage

A fee up to \$25.00 will be charged for each returned payment except as otherwise limited by law.

PAYMENT INSTRUCTIONS

Do not send cust

Do not staple your check to the payment compon Do not include correspondence

2. Write your account number on your cheek or mouey order.

Write in early additional amounts you are including, ([fifte total is more than \$5,000, please send recurred check.)

 Make your check payable to Specialized Loan Servicins Aux: Remittance Process

\$1638,24 Payment Amount

The amount shown above is taken from preliminary data. Your current billing statement will be mailed within 7 business days. That statement will contain all of your payment information along with a return envelope for your payment. If you do not receive your statement, please call our customer care center at the number listed above.

Specialized Loan Servicing, LLC PO Box 105219 Atlanta, GA 30348-5219 [<u>ֈֈֈֈունյուրիբարդի[ինեվան]իկրդիաննդերդրդիկ[նանուրկյիալի</u>կչ 8742 Lucent Blvd. Suite 300 Highlands Ranch, CO 80129 1-800-315-4SLS (4757) Account Number
1005503008
1st Mongage
Property Address
21501 Buttercrest
Southfield MI 48075

Statement Date 12/22/11

NOTICE OF ASSIGNMENT, SALE, OR TRANSFER OF SERVICING RIGHTS

Welcome to Specialized Loan Servicing LLC. It is our pleasure to welcome you as a customer. Your home loan servicing was recently transferred to us and this is your official notice of the transfer, as legally required. Your home loan was previously serviced by Bank Of America and you officially became a Specialized Loan Servicing LLC customer effective 12/16/2011. Going forward. Specialized Loan Servicing will handle the servicing of your home loan, which means collecting your monthly home loan payments and handling related issues. Please note the terms and conditions of your mortgage loan documents do not change in any way, other than terms directly related to the servicing of your home loan.

Except in limited circumstances, the law requires that your present servicer send you a notice at least 15 days prior to the effective servicing transfer date, which is also the date in which your first payment is due to Specialized Loan Servicing. Your present servicer may have provided this notice as part of your loan closing documents. If this is the case, please note that your first payment will be due to Specialized Loan Servicing. Specialized Loan Servicing must also send you this transfer notice no later than 15 days after the transfer date, which is why you are receiving this notice as part of your welcome package.

The date that Bank Of America will stop accepting payments from you is 12/16/2011. All payments due on or after 12/16/2011 should be sent to Specialized Loan Servicing. Your payment options are listed below.

IF YOUR PROPERTY IS LOCATED IN THE STATE OF TEXAS: Complaints regarding the servicing of your mortgage should be sent to the Department of Savings and Mortgage Lending. 2601 N. Lamar, Suite 201, Austin, Texas 78705. A toll-free consumer holline is available at 1-877-276-5550.

Finally, we want to make you aware of certain rights you have under RESPA. A summary is provided at the bottom of this notice.

ABOUT YOUR RIGHTS UNDER "RESPA"

You should be aware of your rights as a consumer with a home loan. These are explained in detail in Section 6 of the Real Estate Settlement Procedures Act (RESPA)(12 U.S.C. 2605). Some of the highlights are as follows:

If during the first 60 days after your first payment is due to Specialized Loan Servicing, you mistakenly send your payment to Bank Of America, Specialized Loan Servicing is not allowed to charge you a late fee, or to report you to the credit bureau during the 60 day period stated above.

If you send a "qualified written request" to Specialized Loan Servicing concerning the servicing of your loan, we must provide you with a written acknowledgement within 5 Business Days of the receipt of your request. A "qualified written request" is a written correspondence which includes your name and account number and your reasons for the request. Writing a note on your payment conpou or envelope is not considered a "qualified written request". Inquiries or information sent to us via our website is not considered a "qualified written request". Qualified written request must be sent to:

Atin: Customer Care Support P.O. Box 636005 Littleton, CO 80163-6005

Specialized Loan Servicing has 30 Business Days after receiving your request to make any appropriate corrections to your account. We must provide you with a written clarification about any dispute about your account. During this 30 Business Day period, we may not provide information to a consumer reporting agency concerning any overdue payment related to your qualified written request. However, this does not prevent us from initiating forcelosure if proper grounds exist under your loan documents.

A Business Day is any day excluding legal public holiday (state or federal), Saturday or Sunday.

Section 6 of RESPA also provides for damages and costs for individuals or classes of individuals in circumstances where servicers are shown to have violated the requirements of that Section. You should seek legal advice if you believe your rights have been violated.

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TROTT & TROTT

A PROFESSIONAL CORPORATION

HEADQUARTERS: 31440 Northwestern Hwy • Suite 200 Farmington Hills, MI 48334 248-642-2515 • Fax 248-642-3628 GRAND RAPIDS: 4024 Park East Ct. • Suite B Grand Rapids, MI 49546 616-942-0893 • Pax 616-942-0921

THIS FIRM IS A DEBT COLLECTOR ATTEMPTING TO COLLECT A DEBT. ANY INFORMATION WE OBTAIN WILL BE USED FOR THAT PURPOSE.

sent via first class mail

January 26, 2012

Derrick & Sharai Balford 1 21501 Buttercrest Street Southfield, MI 48075

RE: Derrick & Sharai Balford 21501 Buttercrest Street Southfield, MI 48075 T&T #382801F01 Loan #1005503008

Dear Mr. and Mrs. Balford:

l am writing to you in response to your request for a mediation meeting pursuant to MCL 600.3205. As I understand the facts, the request for a meeting was not timely. The request for a meeting was required to be received by our office by 10/11/11. On 10/13/11, our office received your correspondence requesting a meeting.

We then notified our client, Specialized, of your late request for a meeting. Our client has informed us that they will not schedule a mediation meeting pursuant to MCL 600.3205. They have, however, notified us that you can be reviewed outside of said statutory process by their loss mitigation department. You would need to call their loss mitigation department at 1-800-306-6059. If you are interested in that option, I would urge you to call as quickly as possible as the sale is scheduled for 3/27/12.

Very truly yours, Trott & Trott, P.C.

Timothy Chervenak





7106 7112 1690 1990 1281

Pg I of 2

71067112169019901281

May 8, 2012

Re: SLS Loan Number: Property Address: 1005503008 21501 Buttercrest Southfield, MI 48075

Notice of Default and Notice of Intent to Foreclose

Deat Sharai Balford,

._...

The Note on the above referenced loan is now in default as a result of your failure to pay the 09/01/09 payment and the payments due each month thereafter, as provided for in said Note. You are hereby notified that to cure such default you are required to pay to this office all past due payments plus late charges and any payments that may become due between the date of this notice and the date the default is cured. The amount required to cure the arrears as of 05/08/12 is \$71,806.77. You have thirty-three (33) days from the date of this letter to cure the default. We urge you to immediately upon receipt of this letter contact our Customer Assistance Department at the number provided below to obtain the amount required to reinstate your loan.

Failure to pay the total amount due under the terms and conditions of your Deed of Trust/Mortgage by 06/10/12 may result in acceleration of the entire balance outstanding under the Note including, but not limited to, the principal, interest and all other outstanding charges and costs, and commencement of foreclosure of the Trust Deed/Mortgage which is security for your Note. Please be advised that any extension of time or forbearance in the exercising of any right or remedy as provided for in the Deed of Trust/Mortgage shall not constitute a waiver of or preclude the exercising of any right or remedy.

You have the right to reinstate the Note after acceleration as provided by law and you have the right to bring court action to assert the nonexistence of default or any other defense you have to acceleration and sale.

If your loan is not brought current, inspections of your property will be made and you will be assessed fees for that purpose as permitted under state law. Additionally, if your property is found to be vacant and unsecured, the mortgage holder will have it secured and will charge you for the cost of securing. You may also be liable for reasonable attorney fees and costs incurred in connection with any proceedings on the Note and Trust Deed and such other costs as may be allowed by law. In addition, you may be liable for any deficiency that may be established as a result of the foreclosure action unless precluded by a bankruptcy discharge.

05/08/12

1005503008

0377339 000000107 09SCN2 0068407

Pg 2 of 2

In accordance with the Fair Debt Collection Practices Act, you are hereby given notice of the following:

- 1. Although you are not required to pay the total debt (or balance) of the Account prior to its maturity or acceleration, federal law requires Specialized Loan Servicing to provide you with the amount of the debt. As of 05/08/12, the amount of the unpaid principal balance is \$143,375.20. This letter is in no way intended as a payoff statement and you must not rely upon this letter for purposes of paying off your mortgage.
- Specialized Loan Servicing LLC is the current creditor to whom the debt is owed. If you
 request in writing within 30 days after you receive this notice, we will provide you with the
 name and address of the original creditor if different than the current creditor.
- 3. Unless within 30 days after you receive this notice you dispute the validity of the debt or a portion thereof, the debt will be assumed to be valid. If you notify us in writing within 30 days after you receive this notice that you dispute the debt or a portion thereof, we will obtain and mail to you verification of the debt.
- Please be advised that we are attempting to collect a debt and any information obtained will be used for that purpose.

If you are a customer in bankruptcy or a customer who has received a bankruptcy discharge of this debt, please be advised that this letter constitutes neither a demand for payment of the captioned debt nor a notice of personal liability to any recipient hereof who might have received a discharge of such debt in accordance with applicable bankruptcy laws or who might be subject to the automatic stay of Section 362 of the United States Bankruptcy Code.

If you believe that you are entitled to the benefits as outlined in the Servicemembers' Civil Relief Act, you should promptly provide us with evidence of your active duty status.

Specialized would like you to be aware that if you are unable to make payments or resume payments within a reasonable period of time due to a reduction in your income resulting from a loss or reduction in your employment, you may be eligible for Homeownership Counseling. Please contact the HUD toll free number (800-569-4287) to obtain a list of HUD approved nonprofit organizations serving your area.

If you have any questions, regarding this letter, please contact Specialized Loan Servicing, LLC at 800-306-6062 Monday through Friday, from 6:00 a.m. to 6:00 p.m. (MT). TDD number - 800-268-9419 Monday through Friday, from 8:00 a.m. to 5:00 p.m. (MT).

Specialized requests that all payments be made in certified funds, cashier's check or money order(s) payable to and mailed to Specialized Loan Servicing LLC, Attention: Customer Assistance Department to one of the below addresses (always include Loan Number with your payment):

VIA Regular Mail

Specialized Loan Servicing, LLC PO Box 105219 Adanta, GA 30348-5219 VIA Over Night Address

Specialized Loan Servicing, LLC 8742 Lucent Blvd, Suite 300 Highlands Ranch, CO 80129 VIA Western Union Ouick Collect

Code City: PAYSLS
Code State: CO
Reference: Loan Number

The matters discussed herein are of extreme importance. We trust you will give them appropriate attention. It is the practice and policy of SLS is to work with customers that have experienced a hardship. We have many alternative programs available to assist customers in avoiding a foreclosure action. Please visit our website address www.sls.net for options or feel free to contact our Customer Assistance area at 800-306-6062 where one of our experienced and skilled Agents may assist you. Do not delay. There is help available for most customers. We cannot assist you if you do not contact us. We are committed to providing you with professional and courteous service. We respect our customers, especially those that are having difficulties and will always strive to treat you with the dignity you deserve.

SPECIALIZED LOAN SERVICING, LLC Customer Assistance Department

Received Minimus Reland County Clerk 2012 AUG 20 AM 09:28

21501 Buttercrest Southfield, MI 48075

IF YOU ARE CURRENT, YIN BAMERUPTO FOR MAVE RECEIVED A DISCHARGE IN BANKRUPTCY AS TO THIS OBLIGATION THIS COMMUNICATION IS INTERDED FOR INFORMATICINAL PURPOSE SOLLY AND IS NOT AN ACTEMPT "C COLLECT A DEBT IN VIOLATION OF THE AUTOMATIC STAY OR THE DISCHARGE INJUNCTION IN SUCH CASE FLEXES DISREGARD ANY PART OF THIS COMMUNICATION PRAICH IS INCONSISTENT WITH THE COMMUNATATION INHICH IS INCONSISTENT WITH THE HOREGOING CTHERMISE FEDERAL LAW REQUIRES US TO ALVISE YOU THAT COMMUNICATION FROM OUR OFFICE COLLEGE AN EXTERPRETED AS AN ATTEMPT TO COLLEGE ADDITION THAT ANY INFORMATION. DISTANCE MAY SE USED FOR THAT PURPOSE. FYOM ARE NOW ON ACTIVE MILITARY DUTY OR HAVE BEEN NOTHE PAICH NINE MONTHS, PLEASE CONTACT OUR CHECK AS YOU MAY BE ENTITLED TO THE BENEFITS OF THE SPRINCEMEMBERS CIVIL MELLET AUT OF THE SERVICEMEMBERS' CIVIL HELLER AUT MOST BAGE SALE - Default has been made in the conducts of a mortgage made by Sharai Baltura, a married women and Derrick Bailord, her husband to Mortgage Electronic Registration Systems, Inc., as nominee for larger end fender's successors and/or assigns, Mongages, dated havember 25, 2005 and recorded January 13, 2006 in Liba-TSECS Page 67 Oakland County Records, Michigan, Gard thoragage is now need by The Bank of New York Matter Fig. The Bank of Now York, as Thisten for the partificateholders THE CINABS INC. ASSET-BACKED CERTIFICATES SERIES 2005-17 by askignment. There is craimed to be due at the date nereof the auth of Dine Hundred Skriy-Seven. Thousand Seven Hundred Eighly-Four and 57/100 Dollars 15167,764.57, 'noiseir a interest at 9% per annum. Under the cower or sale contained in seed montgage and the statute in such case made and provided, notice is hereby given that said mongage will be toreclosed by a sale of the mongaged premises, of some part of them, at public vendue at me Dak and Discuit Court, Roum #W128H, 1st Floor West Wing. 1200 N "elegraph Rd Pontiau, Mi 48341 in Oakland County, Michigan at 10 00 a.m. on 05/21/2012 Said owness are located in the City of Southfield, Oakland County Michigan, and are described as. Properly situated in the Cay of Southfield, Caklana County, State of Michigan, at 3" of Longine Subdivision, according to the plat mereo; as recorded in Liber 103, Page s 37 and 38 of Plats. Oakland Opunty Records. The redemption period shall be 6 months regulate date of such sale unless determined abarcores in accordance with MCA #600.3241a, in which case the redemption period shalf be 30 days from the date of secretal. TO ALL PURCHASERS: The forecosing mortgages can rescind the sale. In that event, your damages if any are mitted sciety to the return of the bid amount tandered at as s plus interest. If the property is sold at loreolosure sa's pursuant to MCL 600.3278, the borrower will be held responsible to the person who buys the property at the mortgage foreclosure sale or to the mortgage holder for damage to (ne property during the redemption period if you are a tenant in the property, please contact our office as you may have certain rights. Dated: July 18, 2012 Overs Associates, P.C. Attorneys for Servicer P.O. Box 5041 Troy 58 48007-5041 File No. 347.0353 (U7-18)(08-05)





"IMPORTANT

You meet the criteria to apply for a new federal government modification program. Qualifying customers may reduce their montialy payment by an average of 35%."

Please complete, sign and return all the enclosed documents by 09-07-2012 to see if you qualify.

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August 8, 2012 SHARAI BALFORD 21501 BUTTERCREST ST SOUTHFIELD, MI 48075-3986

Dear SHARAI BALFORD

Loan number: 1005503008

We are pleased to let you know that you meet the criteria required to apply for a new modification program recently announced as a result of the U.S. Department of Justice and State Attorneys General global sattlement. We encourage you to apply since this modification program could provide qualified customers significant principal reduction and reduce monthly payments by an average of 35%.*

Additionally, if you qualify for this modification, any past due late fees will be waived, interest and advances that we paid on your behalf will be added to your principal balance, and your loan will be brought up to date.

What you need to do

- Please be sure to promptly respond to any requests you receive from us.
- Please read the enclosed Frequently Asked Questions that includes important information on taxes and foreclosure.

We are here to help

We want to help you avoid foreclosure and strongly encourage you to apply for this new program. Please note that if we do not receive your documents by 09-07-2012 we will continue normal activities for collecting past due loan payments.

If you have any questions, please call our Customer Resolution Department at 600-308-6059 Monday (brough Friday, 6:00 am to 7:00 pm MST.

Specialized Loan Servicing LLC

P.S. Qualifying customers may reduce their monthly payment by an average of 35%.* Please send us the requested information today.

Enclosures: (1) Frequently Asked Questions (2) Checklist (3) IRS Form 4506-T (4) Profit and Loss Statement (5) Pre-paid Federal Express tabel

"The estimate of the monthly payment reduction percentage was calculated using the average monthly payment before modification and the potential average monthly payment post insuffication for customers who are eligible for a modification under this settlement. Not all customers will be eligible for a principal reduction and/or payment reduction; however you must provide us with the documentation requested to see if you qualify.

8742 Lucent Blvd, Suite 300, Highlands Ranch, Colorado 80129 Phone 800-306-6059 Fax 720-241-7526

3 L T R

SLS

Administration of the Land County

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15

Frequently Asked Questions

Q. What is the government settlement about?

The U.S. Department of Justice and certain State Attorneys General have announced terms of a settlement that addresses claims based on allegations about foreclosure, toan modification, and loss mitigation practices. As part of that settlement, Specialized Loan Servicing LLC is allowed to offer this new modification program that can result in substantial principal reduction savings to customers who qualify.

Q. If I am approved for this modification, will I owe taxes on the amount forgiven?

This varies based on your personal situation. Because we would be forgiving a portion of your loan, we are required under federal law to report this debt reduction to the Internal Revenue Service (IRS) as possible taxable income to you. Please consult your own tax advisor to determine whether you may be able to exclude the debt reduction from income. You can also find useful information at www.irs.gov (search: mortgage forgiveness)

Q. What If I am in bankruptcy proceedings?

If you are represented by an attorney, we must speak with Your attorney or have your attorney's permission to speak with you about this program, so he or she must fax a letter to that effect (on the firm's letterhead) to us at 720-241-7526 before we discuss any details directly with you.

In addition, please consult with your attorney about how these programs could affect your mortgage and your bankruptcy case. Because you are in bankruptcy, any final modification of your mortgage may require bankruptcy court approval. If you are in Chapter 13 bankruptcy, you may also be required to amend your bankruptcy plan. Your bankruptcy attorney can assist you with that process.

Q. Will a foreclosure occur if I participate in a modification program?

Important—Do not ignore any foreclosure notices.

Our review of your loan for a modification and the process of foreclosure may proceed at the same time. While we will take steps to suspend a foreclosure sale if one is pending, you may receive foreclosure/eviction notices - delivered by mail or in person - or you may see steps being taken in preparation for a foreclosure sale of your home. To protect your rights under applicable foreclosure haw, you may need to respond to these foreclosure notices or take other actions, if you have any questions about the foreclosure process, contact us at 800-306-6059. If you do not understand the legal consequences of the foreclosure, you are also encouraged to contact a lawyer or housing counselor for assistance.

Q. If I am in the deed in Neu process, may I still apply for a principal reduction modification?

If you are currently in review for a deed in lieu program, you may apply for the principal reduction modification program. It is important to consider all of your options and determine which one is best for you, given your personal situation. Please call deed in lieu customer care at 800-306-6059 if you have questions regarding your deed in lieu in process.

Q. If t am in the short sale process, may I still apply for a principal reduction modification?

If you are currently in review for a short sale, you may apply for the principal reduction modification program. It is important to consider all of your options and determine which one is best for you, given your personal situation. If you choose to be considered for the modification program, you should reach out to trusted advisors such as your real estate agent or legal counsel to determine how/to resolve any issues you may encounter regarding a short sale in process. Please call short sale customer care at 800-306:6059 if you have questions regarding your short sale in process.

Q. Are there any special/programs for military personnel?

Specialized Loan Servicing LLC is dedicated to assisting our military customers with their home loan needs. Please contact us at 800-308-6059 if you are currently on active military duty or were released from active duty within the last nine months so that we can work with you to determine if this program is right for you.

BANKRUPTCY NOTICE- IF YOU ARE A CUSTOMER IN BANKRUPTCY OR A CUSTOMER WHO HAS RECEIVED A BANKRUPTCY DISCHARGE OF THIS DEBT: PLEASE BE ADVISED T VAT THIS NOTICE IS TO ADVISE YOU OF THE STATUS OF YOUR MORTGAGE LOAN. THIS NOTICE CONSTITUTES NEITHER A DEMAND FOR PAYMENT NOR A MOTICE OF PERSONAL LIABILITY TO ANY RECIPIENT HEREOF, WILD MIGHT HAVE RECEIVED A DISCHARGE OF SUCH DEBT IN ACCORDANCE WITH APPLICABLE BANKRUPTCY LAWS OR WHO MIGHT DE SUBJECT TO THE AUTOMATIC STAY OF SECTION 362 OF THE UNITED STATES BANKRUPTCY CODE. HOWEVER, IT MAY BE A NOTICE OF POSSIBLE ENFORCEMENT OF THE LIEN AGAINST THE COLLATERAL PROPERTY, WHICH HAS NOT BEEN DISCHARGED IN YOUR BANKRUPTCY. IN YOU HAVE ANY QUESTIONS, PLEASE CONTACT OUR CUSTOMER CARE CENTER AT MICHORAGES PLEASE CONTACT OUR CUSTOMER CARE CENTER AT MICHORAGES PLEASE READ THE ENCLOSED FREQUENTY ASKED QUESTIONS FOR MORE INFORMATION.

Specialized Loan Servicing is recurred by law to inform you that this communication is from a debt collector. This is an attempt to collector cebt and any information obtained will be used for that purpose. However, the purpose in this communication is to let you know about your potential alignitity for a loan modification program that may help you bring or keep your loan runnal through affordable paymer's.

8742 Lucent Blvd, Suite 300, Highlands Ranch, Colorado 80129 Phone 800-306-6059 Fax 720-241-7626

Document Checklist

Each betrower on the loan must somplete and return all of the applicable documents.

Please send us copies of each document and keep the originals for your records.

Updated or additional documents may be required.

For each borrower who receives a salary or hourly wages:

. Copy of the most recent pay stub (or Leave and Earnings Statements for military borrowers)

For each self-employed borrower:

· Enclosed profit/loss statement - completed and signed

For each borrower who receives income such as Social Security, disability or death benefits, pension, adoption assistance or public assistance:

- · Request for Transcript of Tax Return (IRS 4506-T) completed and signed, and
- Copy of benefits statement or letter from the provider that states the amount, frequency and duration
 of the benefit, or
- · Copy of the most recent bank statement (all pages) showing receipt of such payment

For each borrower who chooses the option to have alimony, child support or separation maintenance considered as qualifying income:

- Copy of divorce decree, separation agreement or other written agreement filed with the court, or equivalent document that states the amount and period of time over which the payment will be received (evidence that future payments will continue for 12 months), and
- Copy of the most recent bank statement (all pages), deposit slip, or cancelled check showing receipt of such payment

For each borrower who receives rental/boarder income:

- · If the property is occupied by the borrower.
 - Copy of the most recent bank statement (all pages) or cancelled checks showing receipt of rental income payment, and
 - Signed letter from borrower detailing:
 - Properties that are tenant occupied
 - Amount of rent received
 - Monthly payments and name of lender for any mortgages
 - Monthly taxes and insurance (if not impounded)
 - Any homeowners association dues
- If the property is not occupied by the borrower:
- Copy of the most recent bank statement (all pages) or cancelled checks showing receipt of rental income payment, and
- · Copy of the lease agreement

8742 Lucent Blvd, Suile 300, Highlands Ranch, Colorado 80129 Phone 800-306-6059 Fax 720-241-7526

PROBLEM SALING CALLS

Received for Filing Oakland County Clerk 2012 AUG 20 AM 09:28

Here

Spouse's signature

Title (if line 1s above is a corporation, partnership, estate, or trust)

For Privacy Act and Paperwork Reduction Act Notice, see page 2.

Form 4506-T

(Hev. Jenuary 2008)

Request for Transcript of Tax Return

Do not sign this form unless all applicable lines have been completed. Read the instructions on page 2.

► Request may be rejected if the form is incomplete, illegible, or any required line was blank at the time of signature,

OMB N.: 1545-1872

Department of the Treasure Tip: Use Form 4505-T to order a transcript or other return information tree of charge. See the product list below. You can also call 1-900-928-1040 to order a transcript. If you need a copy of your return, use Form 4505, Request for Copy of Tax Return. There is a fee to get a copy of your return. 1b First social security mimber on tax return or employer identification number (see instructions) 19 Name shown on tax return. If a joint return, enter the name shown first 2a If a joint return, enter spouse's name shown on tax return 2b Second social security number if joint tax return Current name, address (including apt., room, or suite no.), city, state, and ZIP code Previous address shown on the last return filed if different from line 3 If the transcript or tax information is to be melled to a third party (such as a mortgage company), enter the fixed party's name, address, and telephone number. The IRS has no control over what the third party does with the tax information. Caution: DO NOT SIGN this form if a third perty requires you to complete Form 4506-T, and lines 6 and 9 are blank Transcript requested. Enter the tax form number here (1640, 1065, 1120, etc.) and check the appropriate box below. Enter only one tax torm number per request. > Return Transcript, which includes most of the line liens of a tax return as filed with the IRS. Transcripts are only available for the following rotums: Form 1040 series, Form 1065, Form 1120, Form 1120A, Form 1120H, Form 1120L, and Form 1120S. Return transcripts are available for the current year and returns processed during the prior 3 processing years. Most requests will be processed within 10 business days . Account Transcript, which contains information on the financial status of the account, such as payments made on the account, penalty assessments, and adjustments made by you or the IRS after the return was filed. Return information is limited to items such as tax liability and estimated tax payments. Account transcripts are available for most returns. Most requests will be processed within 30 calendar days c. Record of Account, which is a combination of line item information and later adjustments to the account. Available for current year and 3 prior tax years. Most requests will be processed within 30 colondar days. Verification of Nonfiling, which is proof from the IRS that you did not file a return for the year. Most requests will be processed within 10 business days . . . Form W-2, Form 1099 series, Form 1090 series, or Form 5498 series transcript. The IRS can provide a transcript that includes data from these information returns. State or local information is not included with the Form W-2 information. The IRS may be able to provide this transcript information for up to 10 years, information for the current year is generally not evailable until the year after it is filed with the IRS. For example, IV-2 information for 2006, filed in 2007, will not be available from the IRS until 2008. If you need W-2 information for ratinement purposes, you should contact the Social Security Administration at 1-800-772-1213. Most requests will be processed within 45 days Caution: If you need a copy of Form W-2 or Form 1099, you should first contact the payer. To get a copy of the Form W-2 or Form 1099 filed with your ratum, you must use Form 4506 and request a copy of your return, which includes all attachments Year or period requested. Enter the ending date of the year or period, using the mm/dd/yyyy format. If you are requesting more than four years or periods, you must attach enother Form 4506-T. For requests relating to quarterly tax returns, such as Form 941, you must enter each quarter or tax period separately. Signature of tempayor(s). I declare that I am either the taxpayer whose name is shown on line 1s or 2s, or a person authorized to obtain the tax Information requested. If the recuest applies to a joint return, either husband or wife must sign. It signed by a corporate officer, partner, guardian, tax matters partner, executor, receiver, administrator, mustee, or party other than the taxpayer, I certify that I have the outbortly to execute Form 4506-T on behalf of the taxpayer. Telephone number of taxpayer on Ine 1a or 2a Date Signature (see instructions) Sign

LERKY_DOD_LTRIADAMORAUMOROTOS

Cat. No. 37007N

Form 4506-T (Peer, 1-2008)

Date

General Instructions

Purpose of form. Use Form 4506-T to request tax return information; You can also designate a third party to receive the information. See line 5.

Tip. Use Form 4506, Request for Copy of Tax Return, to request copies of tax returns.

Where to file. Mall or tax Form 4506-T to the address below for the state you lived in, or the state your business was in, when that return was filed. There are fiwo address charts; one for individual transcripts (Form 1040 series and Form W-2) and one for all other transcripts.

If you are requesting more than one transcript or other product and the chart below shows two different RAIVS teams, send your request to the team based on the address of your most recent return.

Note. You can also call 1-800-829-1040 to request a transcript or get more information.

Chart for individual transcripts (Form 1040 series and Form W-2)

if you filed an individual return and lived in:	Mall or fax to the "Internal Revenue Service" at:
District of Columbia, Maine, Maryland, Massachusetts, New Hampshire, New York.	RAIVS Tearn Stop 679 Andover, MA 05501
Vermont	978-247-9255
Alabama, Delaware, Florida, Georgia, North Carolina, Pinode Island, South Carolina.	RAIVS Team P.O. Box 47-421 Stop 91 Doraville, GA 30352
Virginia Kentucky, Louisiana,	770-455-2335 RAIVS Team
Mississippi, Tannessee, Texas. a foreign country, or A.P.O. or F.P.O.	Stop 6715 AUSC Austin, TX 73301
address	512-460-2272
Alaska, Arizona, California, Colorado, Hawaii, icaho, lowa, Kansas, Minnesota, Moritana, Nebraska, Nevada, New Mexico, North Dakota, Ordahoma, Oregon, South Dakota, Utah, Washington,	RAIVS Team Stop 37106 Fresno, CA 93888
Wisconsin, Wyuming	559-456-5876
Arkansas, Connecticut. Illinois, Indiana, Michigan, Missoun, New Jersey, Ohio, Pennsylvanka,	RAIVS Team Stop 6705-B41 Kansas City, MO 64999
West V rginia	816-292-6102

Chart for all other transcripts

If you lived in or your business was in: Mail or fax to the "Internal Revenue Service" at:

Alabama, Alaska,
Arizona Arkansas,
Arizona Arkansas,
California, Cutorado,
Fiorida, Georylia,
Hawali, Idahb, Iowa,
Kansas, Louis ana,
Minnesota,
Mississippi,
Missouri, Montana,
Nebraska, Neveda,
New Mexico,
North Dakota,
Oldahoma, Oregon,
South Dakota,
Tennessee, Texas,
Utah, Washington,
Wyoming, a foreign
country, or A.P.O. or

RAIVS Team P.O. Box 9941 Mail Stop 6734 Ogden, UT 84409

801-620-6922

Delaware, District of Columbia, Illinois, Illinois, Indiana, Kentucky, Maine, Maryland, Massachusetts. Michigan, New Harripshire, New Jersey, New York, North Carolina, Ohio, Pennsylvania, Rhode Island, South

Connecticut,

RAIVS Team P.O. Box 145500 Stop 2800 F Cincinnati, ON 45250

Carolina, Vermont, Virginia, West Virginia, Wisconsin

859-669-3592

Line 1h, Enter your employer identification number (EIN) if your request relates to a business return. Otherwise, enter the first social security number (SSN) shown on the return. For example, if you are requesting Form 1040 that includes Schedule C (Form 1040), enter your SSN.

Line 6. Enter only one tex form number per request.

\$Ignature and date, Form 4506-T must be signed and dated by the taxpayer listed on line 1a or 2a. If you completed line 5 requesting the information be sent to a third party, the IRS must receive Form 4506-T within 60 days of the date signed by the taxpayer or it will be rejected.

tndividuals. Transcripts of jointly filed tax rolums may be furnished to either spouse. Only one signature is required. Sign Form 4506-T exactly as your name appeared on the original return, if you changed your name, also sign your current name.

Corporations. Generally, Form 4506-T can be signed by: (1) an officer having legal authority to bind the corporation, (2) any person designated by the board of directors or other governing body, or (3) any officer or employee on written request by any principal officer and attested to by the secretary or other officer.

Partnerships. Generally, Form 4508-T can be signed by any person who was a member of the partnership during any part of the tax period requested on line 9.

All others. See Internal Revenue Code

section 6103(e) if the taxpayer has died, is insolvent, is a dissolved corporation, or if a trustee, guardian, executor, receiver, or administrator is acting for the taxpayer.

Documentation. For entitles other than individuals, you must attach the authorization document. For example, this could be the letter from the principal officer authorizing an employee of the corporation or the Letters Testamentary authorizing an individual to act for an estate.

Privacy Act and Paperwork Reduction Act Notice. We ask for the information on this form to establish your right to gain access to the requested tax information under the internal Revenue Code. We need this information to properly identify the tax information and respond to your request. Sections 6103 and 6109 require you to provide this information, including your SSN or EIN. If you do not provide this information, we may not be able to process your request. Providing false or traudurent information may subject you to cenatice.

Routine uses of this information include giving it to the Department of Justice for civil and criminal litigation, and cities, states, and the District of Columbia for use in administering their tax laws. We may also disclose this information to other countries under a tax troaty, to federal and state agencies to enforce federal nontax criminal laws, or to federal law enforcement and intelligence agencies to combat terrorism.

You are not required to provide the information requested on a form that is subject to the Paperwork Reduction Act unless the form displays a valid OMB control number. Books or records relating to a form or its Instructions must be retained as long as their contents may become material in the administration of any Internal Revenue law. Generally, tax returns and return information are confidential, as required by section 6103.

The time needed to complete and file Form 4506-T will vary depending on individual circumstances. The estimated average time is: Learning about the law or the form, 10 min.; Preparing the form, 12 min.; and Copying, assembling, and sending the form to the IRS, 20 min.

If you have comments concerning the accuracy of these time estimates or suggestions for making Form 4508-T simpler, we would be happy to hear from you, You can write to the Internal Revenue Service, Tax Products Coordinating Committee, SE:W:CAR:MP:T:T:SP, 1111 Constitution Ave. MW. IR-6526. Washington, DC 20224. Do not send the form to this address. Instead, see Where to file on this page.

PROFIT AND LOSS STATEMENT

Please complete a separate Pro	till and Loss Blatement for each business owned by the borrower(s).
Company Name:	me and the second secon
Type of Business:	THE BOOK OF THE STATE OF THE ST
For the period:	through : : : : : : : : : : : : : : : : : : :
Name(s) of Borrower(s):	
Income:	Gross Sales and Receipts
Other Income:	Other income (interest, fees earned, etc.)
•	Total income (Gross Sales + Other Income)
Business-Only Expenses:	Setaries Paid to Owners (other than me/us) Setaries Paid to Employees (other than me/us) Benefits to Owners/Employees (other than me/us) Payroll Texes Business Utilities Business Rent and/or Mortgage Payments Insurance Advertising Telephone Office Expenses Repairs and Maintonence Business Travel, Meats and Entertainment Oxher Business Expenses Total Business Expenses
Net Income/Loss:	(Total Income minus Total Expenses)
Amount of Net Income Ti	hat Borrower(s) Received
This form accurately states m income for the stated period.	y/our business expenses and self-amployed
Sonower Signature	Date
Co-Borrower Signature	Date
Loen Nimiber	
•	

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Search My Interests Help Sign In Please Sign In Home 1

Cwabs Inc · 424B5 · Cwabs Asset-Backed Certificates Trust 2005-17 · On 12/30/05

Filed On <u>12/30/05</u> 5:30pm ET SEC Files <u>333-125164</u>, <u>-24</u> Accession Number 950136-5-8409

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Filing For/On/As Docs:Size Issuer

12/30/05 Cwabs Inc

424B5

1:138 Cwabs Asset-Backed Certi

Prospectus · Rule 424(b)(5) Filing Table of Contents

Document/Exhibit

Description

Size

1: 424B5

Prospectus

HTML 1,454

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(alphabetic)

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PROSPECTUS SUPPLEMENT

(TO PROSPECTUS DATED NOVEMBER 16, | 2005)

\$2,520,700,100 (APPROXIMATE)

CWABS, INC. DEPOSITOR

[GRAPHIC OMITTED]
COUNTRYWIDE (R)
HOME LOANS
SELLER

COUNTRYWIDE HOME LOANS SERVICING LP MASTER SERVICER

CWABS ASSET-BACKED CERTIFICATES TRUST 2005-17

: ISSUER
ASSET-BACKED CERTIFICATES, SERIES 2005-17

Distributions are payable on the 25th day of each month, beginning in January 2006

CONSIDER CAREFULLY THE RISK FACTORS BEGINNING ON PAGE 5-10 IN THIS PROSPECTUS SUPPLEMENT AND ON PAGE 5 IN THE PROSPECTUS.

The certificates represent obligations of the trust only and do not represent an interest in or obligation of CWABS, Inc., Countrywide Home Loans, Inc. or any of their affiliates.

This prospectus supplement may be used to offer and sell the offered certificates only if accompanied by the prospectus.

The following classes of certificates are being offered pursuant to this prospectus supplement and the accompanying prospectus:

CLASS	ORIGINAL CERTIFICATE PRINCIPAL BALANCE(1)	PASS-THROUGH RATE	PRICE TO PUBLIC	UNDEANRITING DISCOUNT	PROCEEDS TO DEPOSITOR(2)
1-AF-1	\$301, D16, ÖDO	(3)	100.000004	0.052081	99.947924
1-AF-2	\$158,660,000	5. 3634 (4)	99.998204	0.104171	99.894031
1-AF-3	\$206, 415, 000	5.7114(4)	99.999134	0.15625%	99.842881
1-AF-4	\$104,309,000	6.0474 (4) (5)	99.994574	0.250004	99.744574
1-AF-5	\$ 90,000,000	5.1564 (4)	99.997931	0.37500%	99.622931
BF	\$ 12,150,000	6 2003 (4)	84.449824	2.283334	82.156493
2-AV	\$111,720,000	(6)	100.000004	0.104173	99.895831
3-AV-1	6407,938,000	(6)	100.000000	0.052174	99.947631
3-AV-2	\$ 45,326,000	(6)	100.000004	0.10417%	99.895031
4-AV-1	\$338,226,000	(6)	100.000004	0.15625%	99.843751
4-AY-2A	\$312,223,000	(6)	100.000004	0.208334	99.791678
4-AV-2B	\$ 34,692,000	(6)	100.00000	0.15625%	99.843751
4-AV-3	\$106,475,000	(6)	100.000003	0.20833%	99.791671
HV-1	\$ 61,200,000	(6)	100.00000\$	0.416678	99.583331
MV-2	6 54,400,00D	(6)	100.000004	0.500004	99.500001
MV-3	9 32,300,000	(6)	100.000004	0.83333%	99.15667%
MV-4	\$ 28,900,000	. (6)	100.000004	0.91667%	99.08333%
MV-5	\$ 27,200,000	(6)	100.000004	1.04167%	98.958334
NV-6	s 25.500.000	(6)	100.00000%	1.250001	98.75000t
NV-7	\$ 22,100,000		100.00000%	1.58332%	
MV-8	\$ 20,400,000	(6)			98.416674
HV-0 BV	\$ 19,550,000	(6) (6)	98.15233% 94.00507%	2.296678	95.855661
				2.70033%	91.296748
A-R	\$ 100	(7)	(8)	(Ê)	(8)

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- This amount is subject to a permitted variance in the aggregate of plus **(1)** or minus 10%.
- (2) Before deducting expenses payable by the Depositor estimated to be approximately \$1,225,000.
- (3) The pass-through rate for this class of offered certificates may adjust monthly, and will be subject to an interest rate cap, as described in this prospectus supplement under "Description of the
- <u>Certificates--Distributions--Distributions of Interest.</u>"
 The pass-through rate for this class of offered certificates will be subject to an interest rate cap, as described in this prospectus supplement under "Description of the
- <u>Ccrtificates--Distributions -Distributions of Interest.</u>

 The pass-through rate for this class of certificates will increase to (5) 6.547% per annum after the optional termination date, subject to an interest rate cap, as described in this prospectus supplement under "Description of the Certificates -- Distributions -- Distributions of Interest.
- (6) The pass-through rate for this class of offered certificates may adjust monthly, will be subject to increase after the optional termination date, and will be subject to an interest rate cap, as described in this prospectus supplement under "Description of the
- (7)
- <u>Certificates-Distributions Distributions of Interest.</u>

 The Class A-R Certificates will not accrue any interest.

 The Class A-R Certificates will not be purchased by the underwriters and (8) are being transferred to Countrywide Home Loans, Inc. as partial consideration for the sale of the mortgage loans. See "Method of Distribution" in this prospectus supplement.

THESE SECURITIES HAVE NOT BEEN APPROVED OR DISAPPROVED BY THE SECURITIES AND EXCHANGE COMMISSION OR ANY STATE SECURITIES COMMISSION NOR HAS THE SECURITIES AND EXCHANGE COMMISSION OR ANY STATE SECURITIES COMMISSION PASSED UPON THE ACCURACY OR ADEQUACY OF THIS PROSPECTUS SUPPLEMENT OR THE PROSPECTUS. ANY REPRESENTATION TO THE CONTRARY IS A CRIMINAL OFFENSE.

COUNTRYWIDE SECURITIES CORPORATION

RNP PARIBAS

RBS GREENWICH CAPITAL

December 23, 2005

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SUMMARY

THIS SUMMARY HIGHLIGHTS SELECTED INFORMATION FROM THIS DOCUMENT AND DOES NOT CONTAIN ALL OF THE INFORMATION THAT YOU NEED TO CONSIDER WHEN MAKING YOUR INVESTMENT DECISION. TO UNDERSTAND ALL OF THE TERMS OF AN OFFERING OF THE CERTIFICATES, READ THIS ENTIRE DOCUMENT AND THE ACCOMPANYING PROSPECTUS CAREFULLY.

THE CERTIFICATES

Asset-Backed Certificates, Series 2005-17, represent undivided beneficial ownership interests in a trust fund. The trust fund consists primarily of a pool of fixed and adjustable rate, credit blemished mortgage loans that are secured by first liens on one- to four-family residential properties and certain other property and assets described in this prospectus supplement. In addition, the Class AV and adjustable rate subordinate certificates represent undivided beneficial ownership interests in a trust referred to as the swap trust, the primary assets of which will be the swap trust's rights under the swap administration agreement referred to in this prospectus supplement.

See "Description of the Certificates -- General" in this prospectus supplement.

DEPOSITOR

CWABS, Inc., a Delaware corporation and a limited purpose finance subsidiary of Countrywide Financial Corporation, a Delaware corporation.

See "The Depositor" in the prospectus.

SELLERS

Countrywide Home Loans, Inc. and one or more special purpose entities established by Countrywide Financial Corporation or one of its subsidiaries. The one or more special purpose entities previously acquired the mortgage loans they are selling directly from Countrywide Home Loans, Inc.

See "Servicing of the Mortgage Loans -- Countrywide Home Loans" in this prospectus supplement.

MASTER SERVICER

Countrywide Home Loans Servicing LP.

See "Servicing of the Mortgage Loans -- The Master Servicer" in this prospectus supplement.

TRUSTEE

The Bank of New York, a New York banking corporation.

See "<u>Description of the Certificates</u> -- <u>The Trustee</u>" in this prospectus supplement.

THE NIM INSURER

After the closing date, a separate trust or trusts may be established to issue net interest margin securities secured by all or a portion of the Class PF, Class PV, Class CF and Class CV Certificates. Those net interest margin securities may or may not have the benefit of one or more financial guaranty insurance policies that guaranty payments on those securities. The insurer or insurers that would issue any such financial guaranty insurance policy are referred to in this prospectus supplement as the "NIM Insurer." The references to the NIM Insurer in this prospectus supplement are applicable only if the net interest margin securities are so insured.

Any NIM Insurer will have a number of rights under the pooling and servicing agreement that will limit and otherwise affect the rights of the holders of the offered certificates. Any insurance policy issued by a NIM Insurer will not cover, and will not benefit in any manner whatsoever, the offered certificates.

See "Risk Factors -- Rights of the NIM Insurer" in this prospectus supplement.

POOLING AND SERVICING AGREEMENT

The pooling and servicing agreement among the sellers, the master servicer, the depositor and the trustee, under which the trust fund will be formed.

CUT-OFF DATE

For any initial mortgage loan, the later of <u>December 1, 2005</u> and the origination date of that mortgage loan, and for any subsequent mortgage loan, the later of the first day of the month of the related subsequent transfer date and the origination date of that subsequent mortgage loan.

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CLOSING DATE

On or about December 29, 2005.

FUNDING PERIOD

On the closing date, the depositor may elect to deposit an amount of up to 25% of the initial certificate principal balance of the certificates issued by the trust fund in a pre-funding account. The amount deposited will be allocated between the loan groups so that the amount allocated to any loan group will not exceed 25% of the aggregate certificate principal balance of the classes of certificates related to that loan group. If the depositor elects to make that deposit, the funding period will commence on the closing date and end on the earlier of (x) the date the amount in the pre-funding account is less than \$175,000 and (y) February 13, 2005. During the funding period the amount deposited in the pre-funding account on the closing date is expected to be used to purchase subsequent mortgage loans.

See "The Mortgage Pool -- Pool Characteristics" in this prospectus supplement.

To the extent needed to make required interest payments on the certificates and to pay the Class 1-AF policy premium on or prior to the March 2006 distribution date. Countrywide Home Loans will make interest shortfall payments to the trust fund in order to offset shortfalls in interest collections attributable to the pre-funding mechanism or because newly originated loans do not have a payment due date in the due period related to that distribution date.

Any amounts in the pre-funding account not used during the funding period to purchase subsequent mortgage loans will be distributed to holders of the related senior Certificates as a prepayment of principal on the distribution date immediately following the end of the funding period.

See "The Mortgage Pool -- Pre-Funding" in this prospectus supplement.

THE MORTGAGE LOANS

The mortgage pool will consist of fixed and adjustable rate mortgage loans that are secured by first liens on one- to four-family properties. The mortgage loans will be divided into four separate groups. Each such group of mortgage loans is referred to as a "loan group." Loan group 1 will consist of first lien conforming balance fixed rate mortgage loans. Loan group 2 will consist of first lien conforming balance fixed and adjustable rate mortgage loans. Loan group 3 will consist of first lien conforming balance fixed and adjustable rate mortgage loans and loan group 4 will consist of first lien fixed and adjustable rate mortgage loans.

See "The Mortgage Pool" in this prospectus supplement.

STATISTICAL CALCULATION INFORMATION

The statistical information presented in this prospectus supplement relates to a statistical calculation pool that does not reflect all of the mortgage loans that will be included in the trust fund. Additional mortgage loans will be included in the mortgage pool on the closing date and may be included during the funding period. In addition, certain mortgage loans in the statistical calculation pool may prepay in full or may be determined not to meet the eligibility requirements for the mortgage pool, and as a result may not be included in the mortgage pool.

The information presented in this prospectus supplement with respect to the statistical calculation pool is, unless otherwise specified, based on the scheduled principal balances as of <u>December 1, 2005</u>, which is the statistical calculation date. The aggregate stated principal balance of the statistical calculation pool as of the statistical calculation date is referred to as the statistical calculation date pool principal balance. As of the statistical

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PROOF OF SERVICE

SUMMONS AND COMPLAINT

Case No. 12-128839-CH

TO PROCESS SERVER: You are to serve the summons and complaint not later than 91 days from the date of filing or the date of expiration on the order for second summons. You must make and file your return with the court clerk. If you are unable to complete service you must return this original and all copies to the court clerk.

CERTIFICATE/AFFIDAVIT OF SERVICE/NONSERVICE

OFFICER CERTIFICAT I certify that I am a sheriff, deputy sheriff, court officer, or attorney for a party (MCR that: (notarization not required)	bailiff, appointed Being first duly sworn, I state that I	am a legally competent
	ons and complaint, copy of return receipt attached) a copy of the summons and DEMAND WITH EXHIBITS	d complaint,
together with COMPLAINT AND JURY List all documents served with the		
		on the defendant(s):
		· · · · · · · · · · · · · · · · · · ·
Defendant's name Bank of New York Mellon	Complete address(es) of service Gerald L. Hassell, CEO	Day, date, time
Certificateholders CWABS, Inc., Asset Backed	1 Wall Street, New York, NY 10286	10/28/2012
Certificate Series 2005-17 Bank of America, NA	Brian Moynihan, CEO	
	100 N. Tryon St, Charlottte, NC 28255	10/28/2012
Michigan Electronic	Sharon Horstkamp, VP	
Registration Systems, Inc.	1818 Library St., Suite 300, Reston, VA 20190	10/28/2012
and have been unable to complete serv		
Defendant's name	Complete address(es) of service	Day, date, time
I declare that the statements above are tru	e to the best of my information, knowledge, and belief.	
	/s/Vanessa G. Fluker	
Service fee Miles traveled Mileage fee	Total fee Signature	
\$ \$	Vanessa G. Fluker	
	Attorney for Plaintiff	
Subscribed and sworn to before me on	Title /	County, Michigan.
Da		
My commission expires:	Signature: Deputy court clerk/Notary public	· · · · · · · · · · · · · · · · · · ·
Notary public, State of Michigan, County o	• •	
	ACKNOWLEDGMENT OF SERVICE	
I acknowledge that I have received service	e of the summons and complaint, together with Attachments	
	on	
	Day, date, time	
Signature	on behalf of	 ,
Quantum U		

X	
CHENIS EN CONTROL OF THE CONTROL OF	
Complete items 1, 2, and 3. Also complete item 4 if Restricted Delivery is desired. Print your name and address on the reverse so that we can return the card to you. Attach this card to the back of the mailpiece, or on the front if space permits.	A. Signature X
1, Article Addressed to:	If YES, enter delivery address below: No
Brian Moynthan, deo BANK OF AMERICA, N.A. 100 N. TRYON ST. CHARLOTTE, NC 28255	3. Service Typs ACcertified Mail
	4. Restricted Delivery/1 (Extra Fee)
2. Article Number 7011 25	70 0001 8470 5660
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■ Complete items 1, 2, and 3. Also complete item 4 if Restricted Delivery is desired.	Ä, Signature ☐ Agent X
Complete items 1, 2, and 3. Also complete	A. Signature X
Complete items 1, 2, and 3. Also complete item 4 if Restricted Delivery is desired. Print your name and address on the reverse so that we can return the card to you. Attach this card to the back of the mailpiece, or on the front if space permits. 1. Article Addressed to: Shown Hars-Kamp, V. P. MICHIGAN ELECTRONIC	A. Signature ☐ Agent X ☐ Addressee
Complete items 1, 2, and 3. Also complete item 4 if Restricted Delivery is desired. Print your name and address on the reverse so that we can return the card to you. Attach this card to the back of the mailpiece, or on the front if space permits.	A. Signature X
Complete items 1, 2, and 3. Also complete item 4 if Restricted Delivery is desired. Print your name and address on the reverse so that we can return the card to you. Attach this card to the back of the mailpiece, or on the front if space permits. 1. Article Addressed to: Shourd Hard-Kamp, V.P. MICHIGAN ELECTRONIC REGISTRATION SYSTEMS, INC. 1818 LIBRARY STREET, SUITE 300, RESTON, VA 20190	A. Signature X
Complete items 1, 2, and 3. Also complete item 4 if Restricted Delivery is desired. Print your name and address on the reverse so that we can return the card to you. Attach this card to the back of the mailpiece, or on the front if space permits. 1. Article Addressed to: Shown Hash-kamp, V.P. MICHIGAN ELECTRONIC REGISTRATION SYSTEMS, INC. 1818 LIBRARY STREET, SUITE 300,	A. Signature X



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		LOCATION	FEATURES
70112870080184788853 Priority Mail® Arrival at Unit	November 96, 2012, 11:30 am	·	Expected Delivery By: October 31, 2012 Certified Mali™ Return Receipt
Dispatched to Sort Facility Acceptance		DETROIT, MI 48233 DETROIT, MI 48233	

Check on Another Item

What's your label (or receipt) number?

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Signature

PROOF OF SERVICE

SUMMONS AND COMPLAINT

Case No. 12-128839-CH

TO PROCESS SERVER: You are to serve the summons and complaint not later than 91 days from the date of filing or the date of expiration on the order for second summons. You must make and file your return with the court clerk. If you are unable to complete service you must return this original and all copies to the court clerk.

CERTIFICATE/AFFIDAVIT OF SERVICE/NONSERVICE OR AFFIDAVIT OF PROCESS SERVER **✓** OFFICER CERTIFICATE Being first duly sworn, I state that I am a legally competent I certify that I am a sheriff, deputy sheriff, bailiff, appointed adult who is not a party or an officer of a corporate party, and court officer, or attorney for a party (MCR 2.104[A][2]), and that: (notarization required) that: (notarization not required) I served personally a copy of the summons and complaint, I served by registered or certified mail (copy of return receipt attached) a copy of the summons and complaint, together with COMPLAINT AND JURY DEMAND WITH EXHIBITS List all documents served with the Summons and Complaint on the defendant(s): Day, date, time Defendant's name Complete address(es) of service Inc. c/o Capital Corporate Services, Inc. Specialized Loan Services, 10/28/2012 712 Abbott Rd, E. Lansing, MI 48823 I have personally attempted to serve the summons and complaint, together with any attachments, on the following defendant(s) and have been unable to complete service. Defendant's name Complete address(es) of service Day, date, time I declare that the statements above are true to the best of my information, knowledge, and belief. /s/Vanessa G. Fluker Signature Miles traveled Mileage fee Total fee Service fee Vanessa G. Fluker \$ \$ Name (type or print) Attorney for Plaintiff County, Michigan. Subscribed and sworn to before me on My commission expires: Signature: Deputy court clerk/Notary public Notary public, State of Michigan, County of **ACKNOWLEDGMENT OF SERVICE** I acknowledge that I have received service of the summons and complaint, together with Attachments

Day, date, time

on behalf of

CROC 4.12 CV 10100 WING	COM COLINO, I Z, ragentize	1 1100 11/20/12	i age 120
SENDER: COMPLETE THIS SECTION	COMPLETE THIS SECTION ON DELIVERY		
Complete items 1, 2, and 3. Also complete item 4 if Restricted Delivery is desired. Print your name and address on the reverse.	A. SigNature □ Agent □ Addressee		
so that we can return the card to you. Attach this card to the back of the melipiece, or on the front if space permits.	B. Received by (Printed Name) C. Data of Delivery		
Article Addressed to:	D. is delivery eddress different from item. (? □ Yes If YES, enter delivery address below: □ No		
SPECIALIZED LOAN SERVICES, LLC C/O CAPITAL CORPORATE SERVICES, INC.			
712 ABBOTT RD. EAST LANSING, MI 48823	3, Sorvice Type \$2 Certified Mall		*
	4. Restricted Delivery? (Extra Fee) 🔲 Yes		
2. Article Number 7011 29' (Transfer from service Jabel)	20 0001 8470 SE39		
PS Form 3811, February 2004 Domestic R	etum Receipt 102595-02-M-1640		